



Ref No: LY22-131
Date: April 06, 2022

REQUEST FOR PROPOSAL (RFP)

To: All Eligible Vendors

Project Name: French Language Course for 15 participants at Tripoli Beginner (A1.1 – A1.2)

Dear Mr./Ms.,

Please submit your best proposal in USD currency, for the items listed below:

No.	Item Description	Qty	Unit	Date Needed
1	French Language Course Training (Beginner) in Tripoli, Including Venue for 15 participants equipped with projector, screen, flipchart, hand sanitizer, surgical facemasks with applicable social distancing) with daily refreshments. Annex 01 include TOR.	15	Participant	May 22 - June 23, 2022
2	Notebooks (with IOM and EU Logo)	15	EA	
3	Pens (with IOM and EU Logo)	15	EA	
4	USB - 16GB (with IOM and EU Logo)	15	EA	

- Only participants who attend 50% of the courses will be considered for payment.
- All prices must be valid at least Forty-Five (45) calendar days from the date of quotation.
- All bids should include Supply, delivery and installation of the items.
- All item sample pictures should be shared together with the proposal.
- Delivery Location: Tripoli, Libya.
- Quotation e-mail subject should be “LY22-131‘Company Name’ “for easy tracking. Email that has not reference number may not be considered for evaluation.

Kindly send an electronic copy of your duly signed proposal via email at iomlibyaproposal@iom.int on or before April 20, 2022.

Thank you.

Very truly yours,

Procurement Staff/Focal Point

IOM is encouraging companies to use recycled materials or materials coming from sustainable resources or produced using a technology that has lower ecological footprints.

Annex 01

Terms of Reference (TOR)

1. Context

Training is a core element of the International Organization for Migration IOM's capacity - development initiatives aiming at providing support, at the request of and in agreement with the national authorities concerned, to enhance states' ability to manage migration holistically, while respecting migrants' fundamental rights. IOM is supporting the Libyan government through enhancing the capacities of officials working in migration management.

In collaboration with the relevant national authorities, IOM plans to organize French language training for officials involved in SAR operations and those involved with migrants in detentions to enhance protection-oriented migration management.

Libyan staff working at disembarkation points of the Libya Coast Guard and General Administration of Coastal Security on rescue operation and in detention centers find it difficult to address specific needs of migrants due to language barriers. IOM has identified this training program to narrow the gap of communication between Libyan officers and the migrants, to make sure specific needs are addressed and basic rights protected.

The IOM works in close partnership with Libyan authorities to enhance their capacity to respond to the challenges related to migration management. IOM takes up the role of promoting the orderly and humane management of migration, promoting international cooperation on migration issues, supporting relevant actors to govern migration flows and effectively maximize their positive impacts while minimizing the potential costs on migrants and society, as well as providing humanitarian assistance to migrants in need.

It is against this background that IOM under the frameworks of the *Protecting Vulnerable Migrants and Stabilizing Communities in Libya in Libya* project funded by the European Union Trust Fund for Africa (EUTF) phase two, propose to organize a 25-day training course for the relevant Libyan authorities involved in migration management

2. Objectives of the training

The training aims at enhancing Libyan officials' capacity to communicate with migrants rescued at sea or detained in detention centers, through the delivery of French classes at foundation and beginner levels.

3. Specific objective

Participants will learn common French expressions and basic phrases; this will particularly be helpful in profiling migrants and understanding their urgent needs and concerns.

To enhance the knowledge and skills of Libyan officials to effectively communicate with francophone migrants rescued at sea and those in detention centers in a protection-oriented manner.

4. Methodology

The program is aimed to train 15 officers from Tripoli for the duration of 75 hours for a period of (6) weeks. This training will comprise of grammar and interactive conversation sessions, practical exercises moderated by instructors from a local language institution. Since this training course will be conducted in-person, strict adherence to health and safety guidelines to prevent COVID-19 infection will be observed throughout the sessions. A pre/post-training

evaluation will be conducted to assess the improvement of participant’s knowledge, the quality of delivery, the overall organization and logistics of the training.

5. Targeted participants:

The targeted participants will be as follows:

For Tripoli:

- Ministry of Interior: Five (5) Directorate for Combating Illegal Migration DCIM, Five (5) General Administration of coastal Security GACS;
- Ministry of Defence: Four (4) Libyan Coast Guards and Ports Security LCG;
- One (1) Libyan Red Crescent.

6. Dates, location and venue

The 25-day training course will be organized as follows:

Course	Hours per day	Days per week	Number of participants	Date
Beginner: A1.1 – A1.2	3	5 (Sun, Mon, Tues, Wed, Thurs)	15	22 May - 23 June 2022

7. Special COVID-19 measures

The participants will be briefed about the COVID-19 virus preventive measures to be applied throughout the activity. Meeting room will be sufficiently ventilated ensuring that clean air is circulated in the room throughout the meeting. The air conditioning system in the meeting room will be equipped with adequate filters to cleanse the air. Sanitizers and surgical masks must be used all times by all attendees in the meeting room. Participants, organizers, and all other hospitality/technical staff present in the meeting room should wear surgical masks all the time.



VENDOR INFORMATION SHEET

Vendor No. _____
Internal to IOM

Registered Vendor Name*: _____

Other Names/Acronyms _____

Address* _____

House No _____
Street Name _____
ZIP/Postal Code* _____
City* _____
Region* _____
Country* _____

Contact Information
Company Tel/Mobile: _____ Contact Person: _____
Company Email: _____ Contact Person Position: _____
Company Website: _____

Industry Category*:
0100 - Commercial Vendors
0200 - National CSOs
0300 - National Government Entities
0400 - International CSOs
0500 - International Organizations - Non-UN
0600 - UN entities
0005 - Individual Consultant/Non-Staff

Business Type*:
Direct Producer/Manufacturing
Reseller/Distributor/Service Provider

Provide Services/Goods Internationally* Yes No
Disability-inclusive* Yes Not applicable
Women-owned/controlled* At least 51% women-owned/controlled
Less than 51% women-owned/controlled
Not applicable

Notes
All fields marked with * are mandatory. The form may be returned if mandatory fields are missing/incorrect or in the wrong format (esp. Zipcode).
Vendor Name - should match IDs or registration documents.
If there is insufficient space, please use the Other information section

Product Categories (check all applicable)*
Agriculture, Livestock and Fisheries
Chemicals
Clothing and Luggage
Construction
Consultancy and Contracted Services
Finance and Administration
Food and Beverage
Fuels and Derivatives
Furniture
Hospitality, Events
Insurances
IT and Communications
Land and Buildings
Learning, Training and Recreation
Legal and Investigation
Logistics and Warehousing
Media and Printing
Medical, Drugs and Pharma
NFIs - Household and Camps
Office Equipment and Supply
Personal Care
Power Supply and Electric
Quality Control and Environment
Security
Social and Humanitarian Services
Tickets
Tools and Machinery
Vehicles and Accessories

UNGM No. _____
UN Partner Portal Reference _____
Registration Date _____
https://www.ungm.org/UNUser/Home
https://www.unpartnerportal.org
Main Country of Operations (dd-mmm-yyyy)
Licensing Auth./Type _____ License No.: _____ Reg. Date: _____ Expiry Date: _____
For additional licenses, please use the Other Information Section dd-mmm-yyyy dd-mmm-yyyy

Partner Entities (indicate if there are other relevant business partner accounts already registered in IOM. Format: Account Number-Name)

Same entity registered in another office _____
Parent company _____
Subsidiaries/Branches _____

Other Information:



VENDOR INFORMATION SHEET

Section II: Payment and Banking Information

Payment Details

Payment Method* Bank Transfer Check** Cash** Others** _____

Justification for Non-Bank Payment Method** _____

Notes
Payment currency of the vendor MUST be clearly marked in order to avoid additional bank charges and/or delay in payments.
Non-bank payment methods require justification.

Bank Details (mandatory if Payment Method is via Bank Transfer):

Bank Name _____
Bldg and Street _____
City _____
Postal Code _____
Country _____
Bank Account Name _____
Bank Keys _____
Account Currency _____
Bank Account No. _____
*Depending on the country _____
Swift Code/BIC (accounts outside U.S.A.) _____
IBAN Number (mandatory for banks in Europe) _____
Clearing No. (CHF accounts in Switzerland) _____
ABA No. for ACH (USD accounts in U.S.A.) _____
Bank Branch Code _____

Notes
If there are multiple bank accounts, please add an extra sheet, and mark the default bank account.

If awarded, please submit ID/Registration, signed IOM Supplier Code of Conduct and Proof of Banking Details to IOM

I hereby certify that the information above are true and correct. I am also authorizing IOM to validate all claims with concerned authorities.

Printed Name

Signature

Position/Title

Date



IOM International Organization for Migration
OIM Organisation Internationale pour les Migrations
OIM Organización Internacional para las Migraciones

Headquarters

17 route des Morillon. C.P. 71, CH-1211 Geneva 19, Switzerland
Tel.+ (41.22) 717-9111 Fax +(41.22) 798-6150

PO No. **Rev. No.**
Reference SAP PO No

Manila Administrative Support Office

25/F Citibank Tower, 8741 Paseo de Roxas, Makati, Philippines
Tel. + (632) 848-1260 Fax +(632) 848-1257

PO Date
Revision Date

PURCHASE ORDER

Vendor's Details

Ship/Deliver Purchased Goods/Services To:

Delivery Schedule

Send Invoice To:

Terms of Payment

No	Description	Project Budget Line/WBS	Qty	Unit	Unit Price	Total

Sub-Total	
Taxes (if any)	
Shipping	
Insurance	
Discount (if any)	
TOTAL	-

Vendor's Acceptance

This is to certify that I fully read the terms and conditions of this Purchase Order stipulated at the back of this document. Having fully read and understood the complete requirements of this Purchase Order, I hereby commit myself and my company to serve its requirements and fully comply with its terms and conditions.

I also further certify that I am authorized by my company to accept this Purchase Order in its behalf.

Sign Over Printed Name & Date

Prepared by: _____

Date _____

Approved by: _____

Date _____

1. Agreement

This Purchase Order (PO) becomes the exclusive agreement between IOM and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Supplier's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any goods under this PO; or (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by IOM. Until so accepted, IOM reserves the right to return goods, at Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions, the PO Terms and Conditions shall govern unless IOM agrees in writing to the Supplier's proposed terms. In the event of a conflict between the terms of Annex(es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

2. PO Identification

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

3. Delivery

Delivery must be completed within the delivery schedule stated on this PO. Otherwise, IOM reserves the right to (a) cancel this PO without liability and to charge Supplier with any loss incurred as a result of Supplier's failure to make the delivery within the delivery schedule specified; or (b) charge a penalty of [0.1%] of the total price for every day of breach of the delivery schedule by the Supplier.

4. Payment

Supplier shall invoice IOM upon delivery of the goods and payment shall be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated in the "Terms of Payment" of the Purchase Order.

5. Adjustments

IOM reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). IOM may deem any claim by Supplier for equitable adjustments under this clause waived unless asserted in writing within 10 days from receipt by Supplier of IOM's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of IOM.

6. Packaging

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the material being shipped to IOM will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. IOM reserves the right to reject any shipment that is deemed not to have been packaged adequately.

7. Inspection and Acceptance

a) IOM or its representative shall have the right to inspect and/or test the goods at no extra cost to IOM at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections and provide required assistance.

b) IOM shall have 30 calendar days after proper receipt of the goods purchased to inspect them and either accept or reject them as non-conforming with this PO. Based on an inspection of a valid sample, IOM may reject the entire delivery. IOM may also charge the cost of inspecting rejected goods to Supplier. All rejected goods will be returned to Supplier, transportation charges collect, or held by IOM for disposition at Supplier's risk and expense. Supplier agrees that IOM's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. IOM's right to reject the Goods shall not be limited or waived by the Goods having been previously inspected or tested by IOM prior to delivery.

c) The Supplier agrees that any acceptance by IOM does not release the Supplier from any warranty or other obligations under this Contract

d) Title to the goods shall pass when they are delivered and accepted by IOM. Risk of loss, injury, or destruction of the goods shall be borne by Supplier until title passes to IOM.

8. Warranties

8.1 Supplier represents and warrants that:

(a) The goods are conforming to the specifications, drawings, samples, or other descriptions furnished by IOM and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. IOM's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.

(b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;

(c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;

(d) In all circumstances it shall act in the best interests of IOM;

(e) No official of IOM or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;

(f) It has not misrepresented or concealed any material facts in the procuring of this PO;

(g) The Supplier, its staff or shareholders have not previously been declared by IOM ineligible to be awarded contracts by the IOM;

(h) It will abide by the highest ethical standards in the performance of this Contract, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;

(i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;

(j) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

8.2 The Supplier further warrants that:

(a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (SEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.

(b) It shall strongly discourage sexual relationships between its employees and IOM beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and IOM beneficiaries.

(c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.

(d) It shall report all and any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to IOM and/or the Supplier any complaints or concerns regarding possible SEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or IOM personnel

(e) It shall take all necessary measures to investigate allegations or suspicions of SEA and take appropriate corrective action, including disciplinary action, against its employee or any other person engaged and controlled by it to perform any activities under this Agreement who is found to have committed SEA.

(f) Its failure to take preventive measures against SEA, to duly report any complaints or concerns about SEA to IOM, to investigate allegations thereof, or to take corrective action when SEA has occurred, shall constitute grounds for termination of this Agreement.

(g) In the event of subcontracting approved by IOM in accordance with this Agreement, it shall receive a written confirmation from subcontractors that they accept the standards above and shall include them in all subcontracts.

9. Indemnification

The Supplier shall at all times defend, indemnify, and hold harmless IOM, its officers, employees, and agents from and against all losses, costs, damages and expenses (including legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from acts or omissions of the Supplier or its employees, officers, agents or subcontractors, in the performance of this Contract. IOM shall promptly notify the Supplier of any written claim, loss, or demand for which the Supplier is responsible under this clause. This indemnity shall survive the expiration or termination of this Contract.

10. Termination and Reprourement

(a) IOM may terminate this PO at any time with one week written notice to Supplier. Any monies paid in advance by IOM shall be refunded no later than the date of termination.

(b) If IOM terminates this PO in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and Supplier shall be liable for any excess costs to IOM for those goods. Supplier shall not be liable for any excess costs if the failure to perform under this PO arises from causes beyond its control and without fault or negligence of the Supplier.

11. Independent Contractor

The Supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner, or agent of IOM.

12. Audit

The Supplier agrees to maintain records, in accordance with sound and generally accepted accounting procedures, of all direct and indirect costs of whatever nature involving transactions related to the provision of services under this Agreement. The Supplier shall make all such records available to IOM or the IOM's designated representative at all reasonable times until the expiration of seven (7) years after the date of final payment, for inspection, audit, or reproduction for the purpose of verifying services or quantities delivered, or the right of Supplier to any price adjustment or extra charge claimed under this PO. On request, employees of the Supplier shall be available for interview.

13. Settlement of Dispute

Any dispute, controversy or claim arising out of or relating to this PO, or the breach, termination or invalidity thereof shall be settled by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral award will be final and binding.

14. Confidentiality

All information which comes into the Supplier's possession or knowledge in connection with this PO is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of IOM. The Supplier shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this PO. These obligations shall survive the expiration or termination of this PO.

15. Use of IOM Name

The use of the official logo and name of IOM may only be used by Supplier in connection with this PO and with the prior written approval of IOM.

16. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

17. Assignment and Subcontracting

The Supplier shall not assign or subcontract the Contract or any work under this Contract in part or all, unless agreed upon in writing in advance by the Organization. Any subcontract entered into by the Supplier without approval in writing by the IOM may be cause for termination of the PO.

18. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this PO shall not constitute a waiver or relinquishment of the right to enforce the provisions of this PO in future instances, but this right shall continue and remain in full force and effect.

19. Severability

If any part of this PO is found to be invalid or unenforceable, that part will be severed from this PO and the remainder of the PO shall remain in full force.

Supplier's signature and stamp accepting these terms and conditions:

Date: