

Empowered lives. Resilient nations.

Request for Proposal (RFP)

Date: 04.11.2011

Dear Sir/Madam,

Subject: RFP for the provision of development of software for labour market information system

- 2. Interested organizations are requested to submit a proposal for development of Software for labour Market Information System as per enclosed **Terms of Reference** (TOR).
- 3. To enable you to submit a proposal, attached are:

i.	Instructions to Offerors	(Annex I)
ii.	General Conditions of Contract	(Annex II)
iii.	Terms of Reference – Technical (TOR)	(Annex III)
iv.	Proposal Submission Form	(Annex IV)
v.	Price Schedule	(Annex V)
vi.	Conceptual Framework for the LMIS in Kosovo - detailed ToR .	(Annex VI)
vii.	Performance Security Form	(Annex VII)
viii.	UN Security Council Resolution 1325	(Annex VIII)

- Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes, should reach the following address no later than <u>24th November 2011, 17.30h</u>. UNDP Office, Payton Place 14, Prishtina Attention: ALMP Project Manager
- 4. In case you need additional information, please contact us at the following email address: <u>almp.proj.ks@undp.org</u>. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
- 5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Osnat Lubrani UNDP Resident Representative

Annex I

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

With no previous experience with the concept, introducing a labour market information system (LMIS) for Kosovo is a novel step for the government to take, but one that has been recognized in the country's employment strategy plan for 2010-2012 as of vital importance. A LMIS is seen as providing the labour market information (LMI) that analysts require for developing policies and actions for reducing the country's high levels of unemployment but also for overcoming labour market mismatches between job-seekers and the needs of employers. In other more highly-developed countries, labour market information systems have proven their usefulness as tools with which to tackle their own pressing labour market problems, typically more focused on labour supply/demand imbalances at occupational level but also more recently on overcoming long-term unemployment. The concept developed in this report draws from the "best practices" experience of these countries – particularly that of Canada – but as tailored to fit the situation of Kosovo. The following documents that are available online shall be considered:

- 1. Working Together to Build a Better Labour Market Information System for Canada¹
- 2. Conceptual Framework for an Optimal Labour Market Information System²

Aim

The overall objective of the assignment is to develop the software aiming at establishing a functional and reliable national labour market information system (LMIS) adapted to the particular requirements and circumstances of Kosovo. The LMI software must be established and developed in full accordance with the Employment Strategy of Kosovo³ and in compliance with the legislation in force.

Description of Activity / Project

The MLSW Employment Strategy offers a strategic policy framework for the local institutions and the donor community to develop and target their employment interventions. The strategy envisages the development of the Labour Market Information System, which will provide more up-to-date, reliable and comprehensive information on various aspects of the labour market that would directly impact the matching process between the existing labour demand and supply. The benefits in the long-term of a functioning LMIS, combined with enhanced mechanisms for inter-ministerial cooperation, are the increased capacity to develop and deploy better vocational education and training instruments to improve the matching of labour supply and demand. UNDP will support the MLSW through the ALMP project to establish a functioning Labour Market Information System in Kosovo.

¹ <u>http://publications.gc.ca/collections/collection_2011/rhdcc-hrsdc/HS18-24-2009-eng.pdf</u>

² www.upjohninst.org/publications/tr/tr07-022.pdf

³ Document provided upon request

Beneficiaries

In Kosovo, and as indicated in the employment strategy, it is government planners and policy makers tasked with responding to the critical employment issues facing the country who are seen as the main users of a LMIS. These would include those responsible for the formal and informal education and training systems in the country who need labour market information to be able to respond to the need for equipping the potential labour force and the unemployed with the qualifications employers expect of them to meet their labour requirements. It follows that public and private sector employers also need such LMI to know with what education and training young Kosovars are being provided to meet their labour market, career counsellors require LMI to provide guidance to students and unemployed persons for selecting occupations for which a demand is foreseen. Finally, it is job-seekers – both those in unsatisfactory employment and those without any employment – as well as young Kosovars still in the education/training system who will be entering the labour market in the future – who are intended as the direct beneficiaries of a LMIS.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case is responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation's mailing address indicated in the RFP. The procuring UNDP entity will respond, and answers until <u>18th November 2011</u>, to any request for clarification of the Solicitation Documents that it receives prior to the deadline for the submission of Proposals.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNDP entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UNDP entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

8. Proposal form

The Offeror shall provide proof in their proposal in regards to the local representation (consortium with local companies or local office or international experts based locally during the project, etc) from the inception phase until the training phase is completed. In addition, the Offeror shall provide proof in regards to the support for on-site services during the Improvement, Maintenance and Debugging phase.

The Offeror shall structure the operational and technical part of its Proposal as follows (i.e. its technical proposal will be divided in three parts as per the identified plans below and clearly indicated):

• Expertise of firm/organization submitting proposal

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services and expertise related to the RFP and TOR.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UNDP entity. The Offeror is required to provide reference list (and attach copies of mentioned references) in the following format:

Table 1.

Nr.	ltem	Project 1	Project 2
1	Project Client		
2	Client Contact Details (reference)		
3	Project Name		
4	Project Description (please use separate sheet if needed)		
5	Date of Project Start		
6	Project Duration		
7	Project Budget (in EU)		
8	Project Completed	Yes / No	
9	Relevance to LMIS Project	Yes / No	
10	Your company was part of consortium	Yes / No / Leader	

Note that copies of references provided but not included in this list will not be considered.

• RFP Structure, Proposed work plan and approach

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The work-plan should be action oriented and divided into 6 main phases of software development including the time-frame which is described in number of days needed to complete the tasks.

The operational and technical part of the Proposal should (must) not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is essential that the Offeror's Technical Proposal content and paragraph numbering system correspond with the numbering system used in the body of the RFP Terms of Reference (TOR) at Annex III; All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response. Information which the Offeror considers proprietary, if any, should be dearly (clearly) marked 'PROPRIETARY' next to the relevant part of the text and it will then be treated as such accordingly. This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion. Please note that the following RFP Table of Content must be followed and any other chapters included will not be considered:

Nr.	RFP Chapter	Page count
1	Company Introduction	
2	Company References (Table 1 + references)	
3	Understanding of the LMIS Project and RFP	
4	Proposed Project Management Methodology	
5	Proposal for Implementation of the Inception Phase Part 1	
6	Proposal for Implementation of the Inception Phase Part 2	
7	Proposed System Architecture	
8	Software Development Approach	
9	Quality of Service and System Security Practices/ Assurance	
10	Graphical User Interface Design Approach	
11	Software Testing Approach	
12	Software Deployment Methodology	
13	Training Methodology for end users	
14	Training Methodology for administrators	
15	Support, Improvement, Maintenance and Debugging Approach	
16	Time line for project implementation	

• Personnel – Qualifications, Experience and CV's

This should fully explain the Offeror's resources in terms of personnel necessary for the performance of this requirement, including submission of CVs, which will demonstrate knowledge and similar experience of the personnel assigned to this project. Gender composition of the team shall also be evaluated by the panel.

The document of the Personnel list must follow this format:

Nr.	Example	1	2	3	
Name and Surname	Diana Doe				
LMIS Project Position	Project Manager				
E-mail	diana@doe.com				
Relevant Work Experience (yrs.)	10				
Years with your company (full	<u>4</u>				
time or contracted) circle one	Full time/contracted				
Relevant Certifications to the					
position proposed for this project	MCSE, Project+, CEH				
Academic Background	MSc. IT Management				
Gender	Female				

Please provide CVs in the same order as this list, including mentioned certifications, diplomas and other relevant documents. Please note that CVs of staff not included in this list will not be considered.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in EURO or US dollars.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

UNDP RFP for the provision of development of software for labour market information system Attention: <u>DO NOT OPEN BEFORE 24.11.2011</u> ALMP Project Manager Payton Place 14 Prishtina, Kosovo

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than <u>Thursday, 24th November 2011, 17.30h.</u>

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UNDP entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A <u>two-stage procedure</u> will be utilized in evaluating the proposals.

i) The technical components will be evaluated – Only those bidders who attain 70% of the obtainable scores of the 700 points in the evaluation of the technical proposal will have their Price Component envelope opened.

(The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).)

- ii) The price evaluation will receive a weighting of 30% against the technical component of 70%.
- iii) The company with the highest combined technical and price scoring will be awarded a contract.

Cumulative Analysis

The cumulative analysis evaluates the financial offer by introducing into the weighted evaluation the price proposed as per the following formula:

 $S_x = (T_x / T_{highest}) * (70\%) + (F_{lowest} / F_x) * (30\%)$, where

 S_x = Total score for company x, T_x = Technical score for company x, $T_{highest}$ = Highest technical score obtained among all responsive bids F_x = Financial Offer for company x, and F_{lowest} = The lowest financial offer of all evaluated bid prices among responsive bids

Technical Evaluation Criteria

Summ	Summary of Technical Proposal Evaluation Score Points Company / Other Entity							
Form	S	weight	Obtainable	Α	В	С	D	Е
1.	Expertise of Firm / Organisation submitting Proposal	28.57%	200					
	submitting i toposai	20.3770						
2.	Proposed Work Plan and Approach	57.14%	400					
3.	Personnel	14.29 %	100					
	Total	100%	700					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organisation Submitting Proposal

Form **2**: Proposed Work Plan and Approach

Form **3:** Personnel

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

Form 1: Expertise of Firm/ Organisation Submitting Proposal

Assessment Criteria		Obtainable	Company/ Other Entity				
	Points		А	В	С	D	E
1.1	Reputation of organization and staff (competence/ reliability) Provide a list of similar projects (preferably 10). Please include contact persons.	25					
1.2	General organizational capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/ organization, strength of project management support e.g. project financing capacity and project management controls).	30					
1.3	Extent to which work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but if done properly it offers a chance to access specialized skills). Provide all subcontracting details, including possible partners on translation services, inception phase subcontracting, training services, support and maintenance, etc.	30					
1.4	Quality assurance procedures and warranty. Provide documentation on experience and professionalism (certifications are welcome)	40					
1.5	 Relevance of: Specialized knowledge (experience with ISO standards implementation, Web Services, Web 2.0) Experience on similar programmes/ projects Experience on projects in the region Provide references for each point. 	75					
Total		200					

Assess	sment Criteria	Obtainable	Comr	oanv/ (Other	Entity	v
		Points	A	B	C	D	E
2.1	To what degree does the Offeror understand the task? Have important aspects of the task been addressed in sufficient detail? Provide detailed information, especially on 6 phases of the project.	25					
2.2	Are the different components of the project adequately weighted relative to one another? Please provide detailed documentation on understanding of all project phases and relationships among them.	20					
2.3	Is the proposal based on an understanding/ survey of the project environment and was this data input properly used in the preparation of the proposal? Please refer to the tabular data provided and its utilization during the project design presentation and time frame proposal.	80					
2.4	Is the conceptual framework adopted and understanding of the context of the project appropriate for the task? Is the technical proposal appropriate for the overall requirement?	65					
2.5	Is the scope of task and work plan well defined? Does it correspond to the TOR? Is the time needed for implementation reasonable?	130					
2.6	Is the presentation clear? Are 6 project phases addressed properly? Is the sequence of activities and the planning logical, realistic and well presented on timeline proposal? Does it promise efficient implementation to the project?	80					
Total		400					

Form 2: Proposed Work Plan and Approach

Form 3: Personnel Ass	igned
-----------------------	-------

Asses	ssment Criteria	Obtainable Points	Comp	any/ Ot	her Ent	ity	
3.1	Task Manager (General Qualifications)		А	В	С	D	Е
	Professional experience in the area of specialization (experience in managing web- based systems, web design experience, experience with web services.) Other skills: good communication skills, reliable, punctual. Women candidates are encouraged for the post.	30					
	Please provide relevant documentation.						
Sub '	Total	30					
3.2	Experts (General Qualifications)		А	В	С	D	Е
	Professional experience in the area of specialization (Experience with ISO standards, development of web service- based applications, databases, web 2.0 design, system administration, training, etc.) Other skills: reliable, punctual. Please provide relevant documentation.	40					
	Gender composition of the team	10					
Sub '	Total	50					
3.3	Trainers (General Qualifications)		Α	В	С	D	Е
	 Proven experience in training in the ICT field, with focus on web systems and applications trainings. Trainer or Instructor certifications are welcome. Language: Albanian Mandatory Other skills: articulate, communicative. Women candidates are encouraged for the post. Please provide relevant documentation. 	20					
Sub '	Total	20					
3.2		100					

- F. Award of Contract
- **22.** Award criteria, award of contract

The procuring UNDP entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UNDP entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

25. Performance security

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

Annex II General Conditions of Contract

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices,

copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

- 8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) Name UNDP as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;
 - (iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNDP shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or the United Nations, or any abbreviation of the name of UNDP or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

- 13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNDP, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under this Contract.
- 13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
- 14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNDP shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contract.
- 14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express

terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.
- 18.2 Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including

Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

MINES

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNDP unless provided by

an amendment to this Contract signed by the authorized official of UNDP.

Annex III

Terms of Reference – Technical (TOR)

Administrative Requirements – Technical

The LMI System based on the functional requirements, technically is formed by 3 inter-related subsystems:

- Data gathering module (Web Service APIs) all necessary information is gathered from different institutions and agencies.
- Data processing module (Server side processing, UDDI catalogues, etc.) for data publishing, processing and administration, according to MLSW requirements described in this document.
- Graphical User Interface (web 2.0) where users and administrators interact with the system in order to manage the system and generate meaningful information.

These three subsystems will communicate in real time, generating fresh data as they become available to the system. This shall be based on the information that is made available from other actors (institutions) client Web Services APIs and MLSW information.

Project Duration

The applicant is required to submit the required time to complete the project through the time-plan which is mandatory. Note that this plan will also be part of evaluation process.

The technical aspect of the project is divided in the following 6 phases:

1. Inception Phase

• Assessment of MLSW state of affairs – Part 1

This phase deals with Information collection and assessment of the current state of affairs in regards to business processes being employed. Furthermore, the winning contractor is required to collect information from MLSW by visiting the client and noting what tools are being currently utilised by MLSW staff, what business methods are being implemented in order to complete tasks, how legislation is being implemented and how this shall be implemented into the system. In addition, the winning contractor is required to introduce efficiency into the system implementation process in order to optimize and automate the business processes. MLSW holds the right to include or exclude business procedures and other modifications during the whole development, testing, deployment and support process.

• Assessment of other actors' (data producers) state of affairs – Part 2

This process is related to information gathering from other institutions and partners who will be sharing, supplying and exchanging information with LMIS.

The list of tabular data to be collected (provided as an annex to this document) defines potential information sources to be incorporated into the LMIS. However, MLSW holds the right to include or exclude other sources of information.

Note that the contractor shall gather information on database structures in order to design web service client modules that will enable communication and ensure interoperability among all actors. In addition, contractor shall collect data in order to fully functionalise the required modules during the development phase. The contractor is required to submit detailed reports on the outcomes of the assessment and propose solutions that will move the project to the second phase, which is software development.

2. Software Development

Information in regards to methodology, development cycle, and itemized modules shall be clearly defined. In addition, a detailed Gantt Chart with details on module dependencies and number of days required for implementation shall be submitted. Note that detailed modules and the methodology are left to be defined by the bidding company.

Note that special attention during this phase will be the design and implementation of reporting module which will be based on indicators. These indicators will be structured considering MLSW design requests. The end product of an indicator will be a report which shall cover a specific set of information that MLSW has required. In addition, MLSW professional staff members shall be trained to generate and design other indicators, as required. Consequently, designing these indicators shall be highly automated process without a need for deep expert knowledge of languages and procedures.

Note that web system administration web module shall be developed in such a way that it fully allows MLSW to implement business procedures, administrative instructions and laws. In addition, MLSW administrators shall be able to change and manage the above without any need from the contractor to intervene during this process.

3. Software Testing

This process describes a detailed reflection of life cycle success in relation to software development and is directly related to system quality control and assurance. Note that this process shall be incorporated with the software development process and during each step these questions shall be answered:

- Does the module meet the requirements defined in terms of references (which might be slightly modified, as instructed by the client)?
- Does it work as expected?
- Can it be implemented into production environment?

In addition, answers to these questions shall be part of the weekly report that the client will receive from the company (see Reporting section below)

During the testing phase the contractor is required to collect the data based on the tabular data sets described further below. The collection process shall be done through web service agents that are further described through the diagram which can be found below.

4. System Deployment

The contractor is required to fully deploy, configure and bring the LMIS into production state, under timeline schedule as defined on the proposed work plan. Note that staff members from the beneficiary offices will be attending this process, while being supplied with notes and knowledge in regards to system deployment and troubleshooting. Note that by production phase it is meant that the system will be fully populated based on the tabular data sets and instructions from the client, including deployment of web service agents in other data producers' systems.

5. Beneficiary Training

The training process shall be divided in two main parts:

• Training for end-users

The contractor is required to complete this training within the period of time as defined in the proposed work plan. In order to track the quality of training, the contractor is required to organize a final internal exam and provide an evaluation form which shall be filled-in by students (MLSW staff members who will be LMIS end-users) and submitted directly to the client's management team. Note that all training materials shall be submitted to the beneficiary, while making sure that the content is fully updated in order to reflect the current state of the system.

• Training for system administrators

The contractor is required to provide full training for LMIS administrators, while including them during the deployment and configuration phase. In addition, all the training and configuration materials shall be submitted to the client. Finally, evaluation forms have to be filled-in by students (MLSW staff members who will be LMIS administrators) and submitted to the client management team.

6. Support, Maintenance and Debugging (Service Level Agreement)

Note that this is draft of SLA which shall be agreed in cooperation with the winning contractor and will be attached as an annex to the contract.

- Scope The scope of this SLA covers LMIS as defined in this document, during the period of 12months from the date of staff training completion (see 6 project phases). It does not cover hardware, licenses, power and hardware air conditioning issues.
- Range of services The contractor is required to provide: initial remote diagnosis of faults, onsite engineering support, temporary (hourly) on-site staffing cover, troubleshooting, system maintenance, debugging, improvement, and system tuning - as required by MLSW.
- Service availability contractor is required to provide these services during normal business working hours.
- Maintenance times the client shall expect a standard maintenance window (Saturday Midnight Sunday Midnight and during official holidays) for routine maintenance jobs. Any scheduled maintenance outside this window that affects system's normal functionality must be scheduled 2 days in advance with MLSW point of contact.
- Response times The contractor shall respond to requests for debugging, improvement, and support within 4 hours with details of the proposed solution. In agreement with MLSW, contractor is expected to temporarily or permanently resolve the issue within 8 business hours.
- Escalation procedures Contractor is obliged to provide 2 contact points that will be in charge of the first level of support (4-hour response time). In addition, the contractor is responsible to test and confirm to MLSW that the issue has been resolved. If the problem persists, the contractor is responsible to escalate the issue to the second line of support who will be responsible to solve the issue within 8 business hours. Additionally, the client is required to appoint 2 contact persons who will be in charge of SLA management with the contractor. In case that there are staff changes related to the project, the contractor is obliged to inform the client on time.
- Record keeping The client is responsible for managing the details of problems and solutions which must be properly documented. Records may be required for dispute resolution. The contractor is responsible for utilizing IT tools and methods for ticket management, which shall be adopted by the client in order to raise and manage issues and communication with contractor.
- Performance review The client and contractor shall jointly perform the evaluation of the service which is necessary to maintain acceptable levels of service over time. This evaluation process shall be accomplished through joint meetings held every 2 months.

- Contractor obligations The contractor is obliged to provide up to date information in regards to the expertise of team members who are part of the second line of support.
- Customer obligations The client must provide information regarding changes in scope of the contract and shall take all measures in order to assure good cooperation of its staff with the contractor.
- Termination of agreement In case of delays on service provision as defined under response times, the client can terminate the contract with 30 days notice. During this period the contractor shall provide services as agreed in SLA. In case of termination due to response delays which affect the normal functionality of LMIS, the remaining fees shall not be completed towards the contractor.

System Architecture

The system shall be developed based on:

- Service-oriented architecture (SOA)
- Simple Object Access Protocol (SOAP)
- Web Services Description Language (WSDL)
- Universal Description, Discovery Integration (UDDI)
- Extensible Markup Language (XML)
- Web 2.0 (interactive design approaches)

In order to represent the basis of this optional approach, in particular for the LMIS development, please consider the following diagram, which shall be used only as an example or reference and not as an absolute guideline on how to develop the solution:

System Diagram I

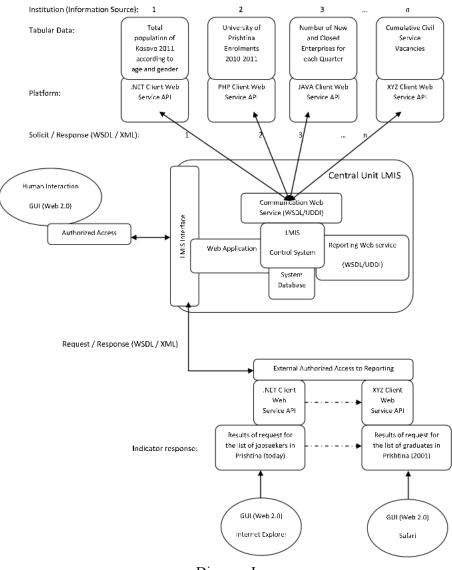


Diagram I

Development Technology

All LMIS applications will be developed Microsoft .NET platforms for development of web service applications

The application will be hosted in the latest versions of Microsoft operating systems

The database will be developed using the latest Microsoft SQL databases.

Users interface will be developed using Web 2.0 capable tools, languages, and technologies

During the system development, following standards, where possible (in agreement with the client), shall be thoroughly implemented:

• Web Services: ISO/IEC 25437:2009 (Information technology -- Telecommunications and information exchange between systems -- WS-Session -- Web services for application session services)

- Software Documentation: ISO/IEC/IEEE 26512:2011 (Systems and software engineering --Requirements for acquirers and suppliers of user documentation)
- User Manual Documentation: ISO/IEC 18019:2004 (Software and system engineering --Guidelines for the design and preparation of user documentation for application software)

System Security

Each method of accessing the central database through system application or any external program should be done through an ID and password, applying best practices.

The system, depending on the level/category of the users should allow only reading possibility, limited editing possibility and full access in database and configuration possibility to allow access for all relevant institutional units to connect to central database depending on the MLSW requests.

In regards to system security, the following standards, where possible (in agreement with the client), shall be thoroughly implemented:

- ISO/IEC 27003:2010 (Information technology -- Security techniques -- Information security management system implementation guidance)
- ISO/IEC 27002 (Information technology -- Security techniques -- Code of practice for information security management)

Application(s) Security

- The application should allow configuration and administration of access for all internal and external users (internal within MLSW and external users identified as users of other institutions)
- All users should access the system through a log-in ID and password
- The system Administrator should be able to set restrictions for users such as password expiry, criteria for complex password, access in certain time intervals etc
- The application should allow data access, data insert, data modification and data deletion based on user profile rights. User rights should be configured by the system administrator.
- The application should allow full auditing of all events in the system (time, event, user, success/failure, user and pc)
- The application should have an account blocking mechanism in cases of failing to log-in for three times in a row
- The system administrator should be informed promptly through email for following cases:
- Block of user account
- Attempt for unauthorized access
- The application should allow remote access while applying safe communication protocol depending on MLSW requests
- The application should permit using 'hot-keys' to allow work on certain functions without using the computer mouse
- The system should allow auditing of all information saved in database and modifications made.
- The system shall have a dynamic query builder with corresponding access to the database as defined on user profile access rights.
- The system should allow generation of different reports based on MLSW requests
- The system should allow creation of a data dictionary and certain tools so that different reports may be generated without using codes programming scripts.
- The system should allow posting/publication of reports in the web page depending on MLSW request
- The system should be able to save a big amount of data, efficient processing and archiving
- The system should allow distribution of reports through emails, in different formats (xls, xml, pdf, etc) based on MLSW requests

Training and Material

The company should offer a copy of each of these documents:

- System Administration Manual
- Installation, configuration and Maintenance Manual
- User Manual
- Material with training examples
- Examples of system testing scripts

The company should offer adequate training for personnel, based on the submitted training plans in these specific subjects:

- Installing
- Configuration
- Use and System maintenance

Language

The User Interface (UI) must be developed in English, Albanian and Serbian language.

The UI needs to be translated into the Albanian and Serbian Alphabet to meet the Kosovo requirement but English shall be the core development language.

The cost for this translation will be shown as a separate budget item.

The nomenclature used in the software application must be based on a tri-lingual system (English, Albanian and Serbian language). This capability should be easily adaptable.

The offeror is required to present documentation on professional capabilities in relation to translations (these can be translation companies, professional translators, etc.)

Source code proprietary rights

The source codes for the software will be the exclusive proprietary rights of MLSW. The source code should be well documented (minimum 20% of code shall be meaningfully commented) and developed according to the latest software development methodologies. MLSW will have the un-encrypted (not obfuscated) version of the source code and will hold all copy rights.

Bid winner should use UML to visualize system's architectural blueprints and provide these in electronic and paper format to MLSW.

The contracting authority has the right to modify the system through source codes without consulting in prior with the company that has developed the system.

LMIS System Development

The company should ensure UNDP on the basic design programmes such as:

- A "site-map" of proposed pages consisting the LMIS system along with descriptions
- "Models" (images, sketches or basic HTML files) that illustrate proposed navigation and LMIS interface structure
- "Models" (images, sketches or basic HTML files) of each page proposed within LMIS
- Entity Relations Diagram (ERD) and other schematic diagrams that illustrate mapping of physical entity and proposed database structure
- Procedures and requests for data transfer, including elements of data required by LMIS from other system databases

Proposed LMIS graphical design

The company shall seek for UNDP/MLSW approval for each design product. Each software development activity undertaken without obtaining approval shall be at own risk of the company and shall not be considered reimbursable under this project. During the development, the following standard shall be implemented, where possible (in agreement with the client):

• User Interface: ISO 9241-151:2008 (Ergonomics of human-system interaction -- Part 151: Guidance on World Wide Web user interfaces) – special focus on table B.1 (Annex B)

Warranty and Technical Support

All hardware, operating systems, interconnectivity with other institutions, and database server licenses will be responsibility of MLSW. However, associated expenses for commercial packages, software libraries or tools should be indicated separately in the offer. Obtained licenses for commercial software should be transferred to MLSW upon completion of the project.

All developed products and materials prepared by the Company are property of MLSW and shall be handed over upon completion of the project. Products and materials include (but are not limited to) source code, schemes, diagrams, documentation and database. The source code shall include all actual and latest versions of source code, diagrams, and all requested files to enable smother LMIS development.

Technical Support for Client Satisfaction:

Technical support must be included to guarantee product satisfaction and to provide changes, debugging and refinements to the software after initial release AND must extend to 12 months after the delivery, installation and User Training.

Technical support will be provided, in-site during the above noted period. In addition, the Contractor must be capable of responding to other requests within four (4) hours.

The technical support should be different from a standard warranty on the quality of the product released (Bugs free product and fixing them in case some are found), should also be specified.

It is foreseen that the technical support will be able to make modifications to the system and to solve any issues with the system.

The Offeror will specify in his technical proposal the details of his technical support and in include the related cost in his Price Schedule.

Support shall be provided through:

- On-site support
- Phone support
- Remote support

Project time-frame

The offeror is required to submit an action oriented work-plan divided into 6 main phases of software development. Each phase shall be assessed to ensure the work done is compliant with the technical requirements, at the quality standard and within the proposed time-frame. The company shall continue working the subsequent phase, upon endorsement by the responsible institution.

Contractor's Reporting

Contractor is required to report to the UNDP and beneficiary in weekly basis (every Friday, EOB). This report shall include information conform the proposed Gantt chart time plan. In addition, this report shall include information on back logs or possible delays for which UNDP and beneficiary and client has full right to inquire and change contractor's working schedule and priorities in order to contain possible extension of the final product delivery date. In any case, cumulative delays cannot exceed 2 weeks from the proposed time plan. In case the contractor faces these problems, this shall be reported separately and UNDP and beneficiary reserve the rights to reconsider the situation in order to take the necessary actions.

Mutual Communication

During the project, the contractor is required to professionally respond to client's emails within 4 business hours. When the contractor needs an approval from the client, it is client's responsibility to respond within one business day and if necessary only inform the contractor that the approval shall be delayed until a specified date. The client reserves the right to visit the contractor at any business time while it is contractor's responsibility to be transparent in providing project information. Failure to do so from contractor's side will result in client's reconsideration of project process.

Annex IV

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

In case of an equipment component to the service provided, the Price Schedule should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages must be used in preparing the price schedule.

Price Schedule: Request for Proposals for Services

Nr.	Item Description	Quantity	Price per unit	Total Price
1	Cost for necessary proprietary software libraries (if applicable, otherwise write zero)			
2	Cost for Web service client API modules (for all needed platforms in institutions)	1		
3	Cost for Web application core module	1		
4	Cost for Reporting module	1		
5	Cost for Database design	1		
6	Cost of Admin module	1		
7	Cost for installation, set-up and configuration	1		
8	Cost for on-site training	1		
9	Cost for one month technical support, improvement, maintenance, and debugging.	12		
10	Cost for completing the Inception Phase Part 1	1		
11	Cost for completing the Inception Phase Part 2	1		
			Grand Total	

Annex V

Conceptual Framework for LMIS Development in Kosovo Terms of Reference – detailed (TOR)

A. ASSESSMENT OF CURRENT INSTITUTIONAL MECHANISMS FOR COLLECTING AND DISSEMINATING LMI

At present there is no source of LMI that comprehensively covers Kosovo's labour supply (labour force) or labour demand (employment + vacancies), necessary data and information that should serve as benchmarks for a LMIS. Typically, such LMI derives from a population census or a labour force survey, but the results of Kosovo's first census since 1981 will only become available in adequate detail for a LMIS in 2013. Assuming that the census population frame is used for the 2011 (annual) Labour Force Survey (LFS), results from the survey based on sampling should be made public in the necessary detail in 2012.

It is the Statistical Office of Kosovo (SOK) that is responsible for carrying out the population census and the annual LFS and as such is the most important institutional producer of LMI for Kosovo's LMIS. Beginning with the 2011 LFS, when absolute numbers (rather than percentages as in its previous annual surveys) will be made available, it will be possible to track changes in Kosovo's labour supply and demand in considerable detail.

For a country such as Kosovo, where very high rates of unemployment characterize the labour market due to highly excessive numbers of job-seekers (including the discouraged unemployed) matched against too few job opportunities, comprehensive and reliable data on the levels and characteristics of the unemployed are essential for a LMIS. Only a population census or a labour force survey can capture such vital data. In Kosovo, the only source of unemployment figures at present (other than percentages) is the Public Employment Service (PES) of the Ministry of Labour and Social Welfare, deriving from its registration of unemployed job-seekers. However, such data is unreliable and does not represent the true picture of unemployment in Kosovo for a number of reasons. On the one hand, most such job-seekers do not register with the PES, a situation typical in other countries where there is no financial incentive to do so and where job-seekers know that only a small percentage of their numbers will be able to gain employment via the placement services of the employment service. On the other hand, the numbers of registrants carried on the books of the PES are inflated to the extent that (1) many such registrants are actually working (including in the so-called "gray economy") and are seeking to obtain a better job (perhaps 20% of the total number of registrants, according to the Prishtina regional office of the PES), (2) all working-age persons in households without a member in paid employment must register as unemployed with the PES (except fulltime students) in order for the household to obtain social assistance payments from the MLSW, and (3) many persons carried on the PES records are no longer seeking work, having obtained employment, emigrated, or become economically-inactive, in each case without the PES being informed.

Similarly, the PES is handicapped in its operations by its inability to capture all vacancies of employers as they occur, since such registration with the PES is voluntary and employers due to preference have tended to fill their needs via other means, such as via family and friends. However, this method may be declining in importance in recent years: a 2010 survey of 1,200 AKB member companies indicated that only 36% of their vacancies were filled by such informal means, though on the other hand only 27% were filled following through with the PES.

At any rate, the PES is understaffed to carry out its functions, with the ratio of placements to numbers registered as unemployed very low by international standards.

Given the absence of comprehensive data on the labour force, labour demand, and unemployment (and the unreliability of PES unemployment figures), a LMIS for Kosovo must start without complete and reliable benchmark data. Only in a proposed second stage of development of Kosovo's LMIS – in 2012/2013, when SOK data will become available from the 2011 census and the 2011 LFS – will a LMIS have the reliable and comprehensive data required for monitoring changes in the labour market and making projections of estimated future levels of labour supply, demand and the imbalances between the two.

For a first stage LMIS – expected to become operational in early 2012 – we must rely on fragmentary and partial coverage data for benchmarks on labour supply and labour demand, all deriving from government administrative data and private sector sources (such as occasional surveys of bodies representing private employers), rather than data from comprehensive sources.

On the labour supply side of the equation, the detailed data of the Ministry of Science and Technology (MEST) on enrolments and drop-outs by grade and of university enrolments will allow a relatively reliable estimate to be made of the number of youth leaving school and university each year by level (and type) of education and according to gender. Such school leavers constitute the potential labour force additions. When estimates of their labour force participation rates are applied to their numbers, the annual flows into the labour force can become known (assuming they are comprised of persons who have at least some level of formal education). Those responsible for operating the LMIS will need to use flow analysis to determine the numbers annually of school leavers, not all of whom will be entering the labour force in search of employment, of course.

On the labour demand side, the data and information required to build up a picture of the current situation for a first stage LMIS presents problems in the absence of census and labour force survey data on employment and its characteristics. While the numbers provided by the Civil Service Department of the Ministry of Public Administration (MPA) are believed reliable (albeit lacking in occupational detail) for the public sector, coverage of employment in the all-important private sector is seriously incomplete. Unlike for those employed in the civil service, there is no official identification card (such as an ecard in some countries) required of private sector employees that could be included in a database to yield total numbers of those in paid employment. Only data on the so-called "formal sector" of private employment (subject to government regulation) is available, with the main source the data base of the Kosovo Pension and Savings Trust (KPST), which covers both public and private (employed) members of the Trust (though not in adequate detail for breakdown by occupation). It has been estimated that some 50% of private employment in Kosovo is in the so-called "gray economy", made up of self-employed persons and employees in unregulated micro enterprises that have not registered with the KPST or the Tax Administration of Kosovo (TAK), another source of "formal sector" employment paralleling that of the KPST.

It is for this reason that we have a very incomplete picture of the private sector of employment in Kosovo at present. Part of the employment in the formal sector is being – or will be – captured by the two main private business sector associations – the Kosovo Chamber of Commerce (KCC) and the Alliance of Kosovar Businesses (AKB) via surveys on labour demand of their member companies. The LMIS will necessarily rely on their cooperation to provide data and information on characteristics of employment of their member companies, including on expected labour demand of such companies in the near future. The Kosovo Business Registration Agency (BRA) maintains records of all private businesses, including those newly-registering and those going out of business, data that provides a picture of the dynamic nature of the private sector. Its data on newly-registered enterprises and those closing is regularly reported

to the Statistical Office of Kosovo and is utilized – along with that of the TAK -- in the tabular information included in the SOK's Quarterly Statistical Repertoire of Enterprises in Kosovo. However, the SOK report does not cover the totality of existing enterprises nor indicates the employment in the newly-created enterprises or closed ones. Furthermore, the BRA's data on the totality of enterprises evidently includes inactive businesses, while employment changes over time in active enterprises are not necessarily reported to the BRA.

In 2006, the SOK carried out the first survey of enterprises in Kosovo that covered 2005 characteristics of TAK-registered enterprises, including total employment according to economic activity (NACE) and size of enterprise (in terms of number of employees), based on a sampling of the enterprises. Such employment data was also produced by SOK for the years 2005, 2006 and 2007 from TAK sources in SOK's Statistical Repertoire of Enterprises in Kosovo 2004-2008. However, no more recent employment data has been made available by SOK.

At the level of Kosovo's macro planning, a 2008 study prepared by an official of the Macroeconomics Department of the (then) Ministry of Economy and Finance (MEF) made projections of employment as related to gross domestic product for the 2008-2011 period, but no more recent baseline estimate-- nor projection -- of employment has been made by the Department (now part of the new Ministry of Finance). However, it is anticipated that the Department will be preparing such estimates and projections as part of its responsibilities. Such macro-level data should be incorporated within the LMIS.

Data and information on labour supply/demand imbalances arising when the two sides intersect refer on the one hand to unfilled vacancies of employers (i.e. skill shortages) and on the other to surplus of labour supply in relation to the demand (resulting in unemployment). In the case of Kosovo, is the surpluses that are at the heart of the labour market situation in view of their overwhelming numbers (and as a percentage of the labour force). As noted earlier, the PES of the MLSW collects such data deriving from registrations of the unemployed, but with unreliable results due to the factors noted. The PES needs to screen out all but bona-fide unemployed job-seekers and is reportedly planning to do so under new MLSW regulations awaiting approval. However, only a population census or labour force survey can capture the total numbers of unemployed, including those who have not registered at the PES .

Data on skill shortages is not available at present in a systematic and comprehensive way. The AKB included information on such shortages (by four-digit occupation) in 1,200 member enterprises in its 2010 survey, while the Chamber of Commerce is planning to carry out surveys that would indicate skill shortages among its members too. Employers could be asked to identify vacancies that were proving difficult to fill in sufficient occupational detail to be of use for a LMIS as a source of information for remedial action by skill-generating institutions.

It is the efficient operation of the labour market that helps overcome skill shortages and promotes reduction of surplus labour supply in particular occupations. In this connection, data is required on wage and salary levels within the system of incentives that affect allocation of labour in the labour market, but at present no such information is collected (except for the Civil Service of government) Data and information on the effectiveness of interventions in the labour market by government –such as in the provision of training for PES unemployed to qualify them for particular jobs –is collected by the MLSW, as is data on the placement of such unemployed in jobs by the PES. Data on the results of career guidance for upper secondary and public university students as well as for unemployed registrants at the PES – another form of government intervention in the labour market – can be collected. Tracer studies on the fate of former students and vocational training graduates in the labour market can produce information indicating the "external efficiency" of the education/training system, though to date none have been mounted except one by the University of Prishtina's Career Development Centre, the results of which will be made available to the LMIS.

At present there is only partial dissemination of labour market information in Kosovo. Only the MLSW's Department of Labour and Employment – in its monthly reports providing data on monthly registrations of unemployed applicants and cumulative totals, placements of applicants in jobs, and registration of employer vacancies (as well as unemployed receiving training in PES vocational training centers) – provides regular and updated data on labour market operations. The annual SOK labour force surveys to date have also made available in its reports (including via the internet) data and information and description of the results of such surveys, but only in percentage terms of little value for a LMIS. This weakness will be overcome with the mounting of the 2011 survey producing numbers rather than percentages. The SOK also publishes a quarterly report on new (and closed) enterprises, but without indicating employment created (and destroyed). The publication by the AKB of the results of its 2010 survey of member companies (in English on the internet) represents a step in the right direction as regards dissemination of data and information covering the private sector. It is being proposed in this report comprehensive dissemination of the data and information collected for the LMIS via a discrete website for that purpose. (See D below).

B. IDENTIFICATION OF RELEVANT NEEDS OF A FUNCTIONAL LMIS

This section will attempt to identify the needs for establishing a functional LMIS, including additional to those addressed in the draft 2010 MLSW concept for a Kosovo LMIS prepared by the Department of Labour and Employment.

Collection of Information

The draft MLSW concept paper includes a vast list of data that should be collected for the LMIS, arranged simply by source of the LMI. It does not include LMI of the MPA on public sector employment, the KPST on its membership of employed persons, the Tax Administration on income tax payers, or the Chamber of Commerce and the AKB on its private sector employer membership, nor does it indicate what data should be collected from the SOK.

However, the main problem with the draft concept is that the data indicated to be collected is not arranged according to any relationship with the labour market, as the name of the proposed information system (labour market information system) implies should be done. In this connection, it is proposed here to arrange the LMI according to a labour supply-and-demand framework that would encompass data of any nature related to the labour market.

As regards identification of data and information needs for a functional LMIS, this report in section C below indicates (and within the labour supply and demand framework proposed) exactly what LMI should be collected and who the producer of the indicated data and information is. In the Annex to this report, linked to the text's labour supply/demand framework, specific LMI that should be collected in tabular form is identified, as is the LMI producer in each instance. The report differentiates between what can currently be made available in stage one of the LMIS and what can be expected to be released in 2012 and 2013 for the second stage of the LMIS.

Information Processing

The draft MLSW concept paper emphasizes processing of LMI at regional level by the producers identified in the paper. This methodology is certainly the appropriate one for operations of the Public Employment Service and for enrollments in the school system of the MEST, among others, as well as for the results of the population census and the labour force surveys as processed by the SOK, but of course may not be relevant for other LMI producers. Whether for these producers the LMI should be processed at the regional level will depend on their own methodology for collecting and processing their statistics.

Other aspects of processing as covered in the MLSW paper also appear logical. As noted by another IT specialist, in general information processing for the LMIS should be performed in a structured manner

following detailed discussions with stakeholders (producers and users) to reach agreement with the management of the LMIS.

Information Analyses

As noted in the draft MLSW paper, the LMIS should indeed include analyses of the collected and processed LMI, including of trends and as the result of research, as indicated in the paper. Where possible, the LMIS analyses should also provide short- and medium-term projections of labour supply and demand, as well as resultant imbalances. Such analyses are of particular importance for government planners and policy-makers, but also are of value to skill-training institutions (including universities), career counselors, representatives of the private sector (Chamber of Commerce and the AKB), and individual researchers, as well as to job-seekers and employers as direct beneficiaries of the LMIS.

Distribution of Information

The draft MLSW paper indicates that the LMI collected, processed, and analysed under the LMIS should be distributed to the producers of the LMI. Of course, it should also be disseminated to the users of such LMI, including both the direct and indirect beneficiaries of the LMIS, including government planners and policy-makers in the Ministry of Finance, the MEST, and the MLSW, among others, plus donor organizations, private sector representatives, career counselors, vocational training institutions and universities, and (via the internet) job-seekers and individual employers. (Dissemination means will be covered in Part D of this report).

Non-Functional Requirements

In this section, the draft MLSW paper covers the technical aspects of setting up the system for the LMIS. Not being an IT specialist, I am not qualified to comment on the substance of the material presented and assume that the subject has been covered in full and in a technologically-correct manner.

Organizational Requirements

The draft MLSW paper does not include a section indicating the non-IT needs for establishing and operating the LMIS. These would include questions concerning the location of the LMIS, its staffing, and capacity-building for LMIS staff, among others, and should also cover the role of the LMIS Working Group, particularly as it affects sustainability of operation of the LMIS, including regular updating of LMI provided by Working Group member organizations. However, identification and description of these requirements are more relevant to the Action Plan that will be prepared by the international consultant following submission of this report.

C. PROPOSED CONCEPTUAL FRAMEWORK FOR THE LMIS

It is proposed that the required LMI for the Kosovo LMIS be organized within a labour supply-anddemand framework as the most logical way to allow users of the system to comprehend the dynamics of the labour market through the interaction of the two forces. To the extent the LMI allow, it will identify (gross) flows of the labour supply into and out of the labour force and into and out of employment, working from benchmark positions of labour force and employment at a starting point in time. In the case of stage 2 of the LMIS, this would mean from 2011 as the date to which the 2011 census and labour force survey results refer.

Accordingly, the proposed website for dissemination of the LMI is organized into four main sections – labour supply, labour demand, labour supply/demand imbalances, and operation of the labour market. A fifth section – covering job applicants, employer vacancies, and training opportunities – is also included in support of job placement and training activities. These modules are preceded by a Home page and an

Introduction web page to familiarize users with the system. Each subsection of each module allows the user to access the relevant data collected, processed, and cross-tabulated by the LMIS and will include links to other websites for related data and information, where appropriate. These front-end considerations represent the final stage of the operation to set up the website, following consideration of such IT matters as functionality, database relationships, interoperability, and security.

Home Webpage

Here, not to exceed 600 words, the following questions will be briefly addressed:

- ---- What is a Labour Market Information System?
- ---- What is the purpose of a Labour Market Information System?
- ---- Who are the intended beneficiaries of a Labour Market Information System?

---- How is this website organized?

---- How can we be contacted for any queries regarding the labour market data and information presented here?

First Main Section (Module): Introduction to the LMIS-Kosovo

This website is structured in four main sections (modules) that allow systematic presentation of labour market data and information (LMI) according to the basic components of a labour market: (1) labour supply (i.e. the labour force), (2) labour demand (mainly employment), (3) labour supply and demand imbalances (in the form of skill shortages on the one hand and unemployment on the other), and (4) operation of the labour market. In addition, a fifth section has been added, linked to an on-line marketplace for direct access by job-seekers and employers and to training programmes. Subsections under each of the four main sections (tier two) provide in tabular form the relevant data and information for that section. All data and information will be updated on a regular basis as it becomes available from the producers of such LMI and thus will show trends over time.

Textual description and analysis of data will complement the data itself to indicate the significance of the figures presented. The text will also include hyperlinks to other websites to allow access to the producers of the data and to any reports produced by them using their data, as well as for more detailed regional breakdowns of the data that may not be presented on the website.

Second Main Section: Labour Supply

Labour supply is comprised of the number of persons of working age (in Kosovo, considered 15-64 years) who are economically active at a point in time. The term is synonymous with the labour force. It includes all those who are employed or unemployed. Over time, their numbers are increased by those leaving school and entering the labour force in search of employment and decreased by those leaving the labour force due to retirement, death, emigration, or other causes. These are gross flows into and out of the labour force that yield a net figure at a point in time for the labour force when their numbers are incorporated into labour force figures.

Benchmark Data 2011

Potential Labour Force

The potential labour force is made up of the total population, including those below working age (0-14 years old). An age distribution of the total population (and according to gender) will show the numbers below working age who comprise those who may be entering the labour force at some point in their lifetimes. Section A.1.a of the Annex indicates the tabular data required from the results of the 2011 population census and the 2011 labour force survey.

Working Age Population by Status 2011

The working age population comprises all persons in Kosovo aged 15-64, who for statistical purposes are considered the candidates for inclusion in the labour force. Section A.1.b of the Annex lists the tabular information to be collected according to the status of the working age population (economically active [employed plus unemployed]), economically inactive (according to type of inactivity). These benchmark figures will not be available until 2012 (in the case of the 2011 LFS) and in 2013 (for the 2011 population census results). Other tables in this section of the Annex indicate characteristics of one of the main forms of economic inactivity, (fulltime) students.

Labour Force (Economically Active Population) 2011

The labour force represents the supply of labour in the labour market, including all those already employed and those unemployed and seeking employment. The tables included under section A.1.c will provide details of the characteristics of the labour force, including gender, age, and highest level of education completed. Provision of such data from both the 2011 population census and the 2011 labour force survey will afford LMIS analysts the possibility of comparing figures from the two sources.

Estimated Flows Into and Out of Labour Force 2011

These estimates will require flow analysis by the LMIS of student enrollments, grade by grade, comparing the 2009-2010 and 2010-2011 years, and application of estimated labour force participation rates against each cohort of school leavers. For those leaving the labour force, estimates will be made based on age structure of the labour force and any other sources of information. Tabular data to be collected as required for such calculations and tables to be constructed by the LMIS team covering such flows are included under section A.1.d of the Annex.

International Flows of Kosovar Tertiary-Level Students 2011

Although small in number, young Kosovars who are proceeding overseas to pursue university-level studies (including for postgraduate degrees) and those returning to Kosovo following their overseas studies at such levels are an important component of the potential labour force in higher-level occupations. Particular departments of the MEST collect data on such movements, including for the purpose of certifying degrees obtained. Section A.1.e of the Annex indicates what type of data should be collected on these movements from the MEST and in what tabular form.

Labour Force Updates and Projections

Labour force LMI as covered by the annual labour force surveys of the SOK will be updated for 2012 and subsequent years following the mounting of surveys for those years, with data provided according to the tabulations for the 2011 benchmark year noted in the Annex. Estimates of the flows into and out of the the labour force for 2012 and subsequent years will also be made based on MEST enrolment data and student flow analysis of the LMIS followed by application of estimated labour force participation rates for each cohort, as done for the 2011 year (Tables 4-6 of A.1.d in the Annex). Similarly, estimates of university-educated youth entering the labour force for the 2012 and subsequent years will also be made, based on LMIS flow analysis of MEST data (as in Tables 10-12 of A.1.d for the 2011 year), as well as flows into and out of the country of Kosovars with tertiary level credentials for those years (as in Tables 1-6 of A.1.e for 2011)

Third Main Section: Labour Demand

Labour demand is comprised of the numbers of positions that are occupied by persons who are employed at a point in time (employees, employers, self-employed persons, unpaid family workers) plus the (relatively few) numbers of positions of employers (both public and private) that are vacant (unfilled labour demand).

Benchmark Employment Data 2011

No comprehensive benchmark data on the employment component of labour demand will be available for the LMIS until the release of the results of the 2011 labour force survey (in 2012) and the 2011 population census (in 2013). Such data will provide breakdowns of total employment according to status in employment, private vs. public sector breakdowns of employment, distribution of employment by economic activity, occupational distribution, and distribution according to conditions of work (part-time and temporary work). Cross tabulations of these characteristics will be of critical importance for labour market analysis. This employment data is presented in the tables of section B.1 of the Labour Demand part of the Annex, differentiating between that generated by the census and that of the labour force survey to allow comparisons to be made between the results of the two sources.

Fragmentary Employment Data 2010 and 2011

Data covering parts of the employed workforce in 2011 is available from various government administrative sources (derived from taxation and pension fund records, civil service employment), while for 2010 the AKB 2010 survey of its membership covers part of private formal sector employment represented by its member companies. There is no fragmentary data covering the so-called "grey economy" or of self-employed persons (including in the "grey economy"). Tabular presentation of such data is included in Section B.2 of the Labour Demand part of the Annex, with separate subsections for public sector employment derived from Ministry of Public Administration records and formal private sector employment (from the AKB survey plus dated data from SOK enterprise surveys, in expectation of results for the 2011 year).

Employer Vacancies

There are no data available at present that comprehensively cover labour vacancies at points in time in particular occupations. The Public Employment Service registers any vacancies (voluntarily) reported to it, but they only partially reflect the situation of this component of labour demand and may not be representative. For the public sector, the Ministry of Public Administration records vacancies of the Civil Service over a year, while to date only the AKB has attempted to survey the extent of vacancies in the private sector covering its membership. This fragmentary data should be collected according to the tabular presentations of Section B.3 of the Labour Demand part of the Annex.

Employment and Vacancies Updates, From 2012

Fragmentary data derived from the sources indicated in Sections B and C above should be updated to cover 2012 and following years, as indicated in the Section B.4 of the Labour Demand part of the Annex.

Employment Projections

The LMIS should include tables for any projections made by the Ministry of Finance (or other bodies) on total employment forecast to be generated for Kosovo's economy. Similarly, as regards public sector employees, data covering one year projections of civil service hiring (due to new positions created and filling of vacated existing positions) by sector should also be included in the LMIS, using Tables 1-4 of Section B.2.b of the Labour Demand part of the Annex as the models. For projections of formal private sector employment, tables should cover expected new hiring (new positions plus filling of vacated

positions) by ISIC (NACE) and two digit ISCO as reported by member companies of AKB and KCC in any surveys the AKB and KCC carry out.

Fourth Main Section: Labour Supply and Demand Imbalances

When labour supply intersects with labour demand, imbalances arise. At the macro level, a labour surplus develops when the total number of persons seeking (and those already in) employment exceeds the total number of job possibilities for them in the economy (including in self employment), resulting in unemployment for the surplus. At the micro (occupational) level, surpluses develop when too many candidates for positions in particular occupations chase too few jobs in the occupation. By the same token, when applicants for positions in a particular occupation lack the required qualifications employers want for the vacancies in such an occupation, labour shortages arise.

Labour Surpluses

At present there are no reliable data on the extent of labour surpluses in Kosovo at the macro level of the economy. Only with the release of the results of the 2011 population census and the 2011 labour force survey will comprehensive numbers – in the form unemployed persons – become available as benchmark data. Similarly, there are no data indicating the extent of excess numbers seeking employment in particular occupations.

Benchmark Data from Surveys

The extent and characteristics of unemployment for the benchmark year 2011 will become known when the results of the population census and labour force survey for that year are released. Such data should be tabulated by the SOK according to the formats of Tables 1-30 shown in the Supply Demand Imbalance section C.1.a of the Annex.

Benchmark Data (and updates) from Public Employment Service

The Department of Labour and Employment of the MLSW provides monthly data on the numbers of unemployed registered at its Public Employment Service by age group and gender, as well as by skill/educational level and region/ municipality. Such data are tabulated in Tables 1-9 of the Supply Demand Imbalance section C.1.b of the Annex. For the reasons noted earlier, these figures do not provide an accurate position of the actual numbers of the unemployed.

Projections

No projections are made by any institutional body on the numbers of unemployed that can be expected in either the short or medium term. However, by comparing the numbers of persons projected to be entering the labour force (in the Labour Supply Module above) with the numbers of "formal sector" jobs projected to be made available by public and private sector employers (including as vacated by incumbents) (in the Labour Demand Modue above), an approximation can be made of the number of new labour force entrants surplus to the number of new jobs being created at various points in time. (See Table 1 of C.1.c of the Annex for the format of such estimates to be made by the LMIS Unit). Many such surplus jobseekers will, of course, take up jobs in the informal sector of the economy rather than remain openly unemployed.

Labour Shortages

There are no data available at present that would comprehensively indicate shortages of labour (in the form of unfilled vacancies of employers) in particular occupations, nor project expected labour shortages. A 2011 Job Fair held in Prishtina indicated the inability of the 37 employers participating in the fair to fill any of the 80 vacancies with the job-seeking applicants at the fair due to the mismatch of their qualifications with the education the employers wanted for the positions.

Fifth Main Section: Operation of the Labour Market

It is through the operation of the labour market that the supply of labour is allocated to the demand for it by employers. In addition to the free market forces allocating labour – via wage/salary rates and other incentives – the government and other bodies intervene in the operation to promote better matching between supply and demand in order to overcome imbalances (due to mismatches) at the micro (occupational) level.

Wage/Salary Rates

At present no data or information on the level of wages/salaries according to occupation is being collected in either the public or the private sectors and for that reason it is not possible to show changes in such rates over time. In view of the importance of such LMI for enhancing labour market analysis and resultant evidence-based policy decision, first steps in collecting such data and including it in the LMIS should be taken.

Public Sector

The Ministry of Public Administration maintains a schedule on the level and range of salaries paid by government for each position in the civil service. Such data should be collected from the MPA and tabulated as shown in Table 1 of D.1 of the Labour Market Operation section of the Annex.

Private Sector

In the 2010 AKB survey of labour market demand, data is provided on the wage/salary levels of the workforce of its member companies, but not by occupation, as required for any labour market analysis. It is recommended that future AKB surveys of labour market demand include a question on the wage/salary of the occupation identified in the survey and that any Chamber of Commerce surveys do likewise.

Interventions to Facilitate Job Placement

Most job openings in Kosovo are filled informally through the intervention of relatives or friends, as noted in the 2010 AKB survey of labour market demand in the formal private sector. (See Table 1 of Labour Market Operation section D.2 in the Annex for the results of the AKB survey). In view of the importance of knowing if there is a shift towards more formal means of filling positions in the private sector, it is recommended that the AKB continue to include this table in its future surveys. Placement operations of the Public Employment Service – the most important function of the PES – should be tabulated for the LMIS as shown in Tables 2-4 of D.2.

Career fairs also serve as a means of job placement. Various organizations--- including the MLSW and the Career Development Centre of the University of Prishtina --sponsor career/job fairs where job-seekers can meet employers and apply to fill their vacant positions. Data on the number of job-seekers and employers participating and on the results of such interaction in terms of placements should be collected and included in the LMIS according to sponsoring organization.

Career Guidance of Youth

Provision of career guidance is made to students in upper secondary school and at universities (the potential labour force) and to those who are already in the labour force, but are unemployed or seeking to switch jobs. Tabular information on numbers benefiting from such services should be collected according to Tables 1-3 of Labour Market Operation Section D.3 of the Annex.

Facilitating School Leaver Transition to the Labour Market

Studies indicate that the process of transitioning from school to the labour market is a long and difficult process for school leavers. Preparation of university students for entry into the labour market is a major function of the University of Prishtina's Career Development Center (CDC). Numbers benefiting from the different programmes of the CDC should be captured according to the format of Tables 1-3 of the Labour Market Operation D.4 of the Annex.

Provision of Additional Training and Qualifications Testing to Overcome Skill Mismatches

An active labour markets policy for youth seeks to provide unemployed school leavers with additional training to meet the skill requirements of employers as well as to provide testing and accreditation of vocational training students to certify their qualifications. Numbers participating in such training in MLSW vocational training centers and numbers gaining certification of qualifications should be collected and tabulated according to Tables 1-5 of Labour Market Operation D.5 of the Annex.

As additional programmes of vocational training are introduced – such as under the proposed training academies of the Chamber of Commerce – data on attendees, graduates, and placement should be collected and presented as in the Annex, as should updates on existing programmes included in Tables 1-5.

Monitoring of Training/Education Outcomes in the Labour Market

To date, no tracer studies have been mounted that would track the employment fate of school-, vocational training center-, or university- leavers in the labour market. Such studies are essential for analyzing the "external efficiency" of such skill-generating institutions.

The Career Development Center of the University of Prishtina is conducting in 2011 such a tracer study for the graduates of the University since 1999, beginning with those from three faculties of the University. Data on the findings of this study should be included in the LMIS under this module according to the format proposed in Tables 1-3 of Labour Market Operation Section D.6 in the Annex.

Provision of Government Public Works Programs for Employment of Unemployed Persons

Additional employment opportunities – albeit of temporary duration – can be generated as an intervention in the labour market by government to help overcome unemployment. The implementation of such programs in Kosovo is a responsibility of the MLSW, which should provide data on numbers gaining such employment according to the format of Table 1 of Labour Market Operation Section D.7 in the Annex.

Government Interventions to Reduce the Supply of Labour

In a situation of greatly excessive supply of labour vis-à-vis employment opportunities, one means by which to reduce the imbalance is to promote temporary migration of job-seekers to other countries. In this connection, the MLSW, in cooperation with the Ministry of Foreign Affairs, the Chamber of Commerce, and Municipalities, is reaching agreements with EU and other countries to provide for employment of qualified job-seekers abroad. The results of operation of this program should be including in the LMIS according to the format of Tables 1-3 in Labour Market Operation D.8 of the Annex.

Sixth Main Section: On-Line Job Vacancies and Training Opportunities

Unlike the others, this module would support the operation of an on-line employment marketplace, rather than just serve as a source of labour market information. At present, the Department of Labour and Employment of the MLSW is examining the operation of Ireland's Training and Employment Authority FAS under which jobseekers and employers post their curriculum vitae and vacancies, respectively, on the FAS website and interact on-line. Training providers also post their courses on the website to facilitate those seeking additional training to gain qualifications to enroll in courses offered.

This module would serve to put job-seekers, employers, and training providers in Kosovo with the hyperlink to the MLSW website offering such employment and training marketplace services. Data on the operation of the services of the website would be provided to the LMIS under this module in order to monitor the results.

Dissemination of Data and Information of the LMIS

It is proposed that dissemination of the LMI provided under the LMIS be equally to all persons – government officials as well as the public at large -- wishing to access the system. For this purpose, a website would be set up and structured as indicated in Part C of this report. The single portal would provide direct access to the key elements of the LMIS (the Home page, Introduction to the LMIS, and the main divisions/modules as identified in the structure) and allow easy navigation to the subdivisions at the second level for accessing the type of LMI sought by the user. Hyperlinks to other websites would be included to allow the user to access related data and information from various sources.

Tabular Data to be collected for LMIS

Tables below serve as a source of information in relation to the inception phase. Institutions such as SOK are called data Producers. The winning contractor is required to analyze and collect the data from each of these institutions. Note that not all data producers are included in the tabular data list below, therefore the client has the right to include or remove producers during the development and support period, depending on the need for information, always with the aim of making the system more efficient.

Labour Supply

Table	Description	Producer
a. Potential	Labour Force	
1-3	Total population of Kosovo 2011 according to age and	SOK, 2011 Population
	gender (males, females, total)	census
4-6	Total population of Kosovo 2011 according to age and	SOK, 2011 Labour Force
	gender (males, females, total)	Survey.
b. Working	Age Population by Status	
1-3	Working Age Population According to Age and Economic	SOK
	Activity Status, (males, females, total), 2011 Population	
	Census. (Status breakdowns: economically active (employed	
	plus unemployed), economically inactive (according to	
	reason: students, home makers,	
	disabled, retired, military service, prisoner, other, total, as	
	per Question 27)	
4-6	Working Age Population According to Age and Economic	SOK
	Activity Status (males, females, total), 2011 Labour Force	

Benchmark Data 2011

	Survey. (Status breakdowns: economically active,	
	economically inactive, total, with percentages)	2.2.2
7 -9	Population Attending School/University by Age and Level of School Attended (Question 20), (males, females, total),	SOK
1.0	2011 Population Census.	
10	Student Enrolments by Grade, Gymnasium vs Vocational Classes, and Gender, 2010-2011 School Year	MEST
11	University of Prishtina Enrolments 2010-2011 Year by Faculty and Gender.	Career Development Centre, University of Prishtina.
12-14	"Other" Inactive Working Age Population (Q 27:11) according to age and explanation (Q 41, first box)) (males, females, total), 2011 Population Census	SOK
e I ahour	Force (Economically Active Population)	
1-3	Economically Active Population by Age and Employment Status (employed, Q24, unemployed Q27, 1+2), total) (males, females, total), 2011 Population Census.	SOK
4-6	Economically Active Population by Age and Employment Status (employed, unemployed, total) (males, females, total), 2011 Labour Force Survey	SOK
7-9	Economically Active Population by Age and Highest Level of Education (Q21) (males, females, total), 2011 Population Census.	SOK
10-12	Economically Active Population by Age and Highest Level of Education (less than upper secondary, upper secondary, tertiary) (males, females, total), 2011 Labour Force Survey.	SOK
d. Estimat	ted Flows Into and Out of Labour Force During 2011	
1-3	School Leavers by Level of Education 2010/2011 Year by Reason for Leaving (dropouts, graduates, total) (males, females, total)	LMIS using enrolment data of MEST.
4-6	Estimated (Gross) New Labour Force Entrants (school leavers by level of education and estimated labour force participation rate), 2011 (males, females, total).	LMIS
7 -9	Non-Continuing University Students by Faculty and Year of Study, University of Prishtina, 2010-2011 Year (males, females, total).	University of Prishtina via SOK.
10	Estimated New Labour Force Entrants 2011 with University- Level Education (drop outs, graduates) by Faculty and Year of Study, University of Prishtina, 2011 (males, females, total).	LMIS, applying labour force participation rates against figures of Tables 7- 9.
13	Ditto for other estimated labour force entrants with education gained at other public and private universities in Kosovo	LMIS
14-16	Estimated Number of Persons Leaving the Labour Force by Age and Reason for Leaving, 2011 (males, females, total).	LMIS based on age distribution of the labour force and other sources of information.
17	Estimated Net Change in the Size of the Labour Force 2011 by Inf low vs Outflow and Gender.	LMIS, based on previous estimates of inflows and outflows
e Interna	tional Flows of Kosovo Tertiary-Level Students During 2011	

1-3	Numbers of Tertiary Level Kosovo Students by	MEST
	Level of Tertiary Studies Completed Leaving for Studies	
	Abroad by Subject of Study, 2011 (males, females, total).	
4-6	Numbers of Tertiary Level Kosovar Students Returning	Producer: MEST
	from Abroad by Qualification Gained and Subject, 2011	(certification department).
	(males, females, total)	

LABOUR DEMAND

Benchmark Employment Data 2011

Table	Description	Producer
1-3	Distribution of Employment by Age and Employment Status (Q 30: employees, employers, self-employed, unpaid family worker, total), (males, females, total), 2011 Population Census	SOK
4-6	Distribution of Employment by Age and "Professional Status" (employee, employer, self employed, unpaid family worker, total), (males, females, total), 2011 Labour Force Survey	SOK
7 -9	Distribution of Employees by Public vs. Private Employer (Q 32) and Two Digit ISIC (NACE) (Q 34), (males, females, total), 2011 Population Census	SOK
10 -12	Distribution of Employment by Employment Status (Q 30) and Two Digit ISIC (NACE) (Q 34), (males, females, total), 2011 Population Census	SOK
11-13	Distribution of Employment by "Professional Status" and One Digit ISIC (NACE) (males, females, total) 2011 Labour Force Survey.	SOK
14-16	Distribution of Employment by Employment Status (Q 30) and Two Digit ISCO (Q 31) (males, females, total), 2011 Population Census	SOK
17-19	Distribution of Employment by "Professional Status" and One Digit ISCO (males, females, total), 2011 Labour Force Survey.	SOK
20 - 22	Distribution of Employment by Two Digit ISIC (NACE) (Q 34) and Two Digit ISCO (Q 31) (males, females, total) 2011 Population Census	SOK
23-25	Distribution of Employment by One Digit ISIC (NACE) and One Digit ISCO (males, females, total), 2011 Labour Force Survey	SOK
26-28	Distribution of Employment by Employment Status (Q 30) and Hours Worked (Q 28) (males, females, total), 2011 Population Census	SOK
29-31	Distribution of Employment by "Professional Status" and Usual Working Hours (males, females, total), 2011 Labour Force Survey.	SOK
32-34	Distribution of Employment by Employment Status (Q 30) and Place of Work (Q 33) (males, females, total), 2011 Population Census.	SOK
35-37	Distribution of Employees by Conditions of Work (part time, temporary, total) and One Digit ISIC (males, females,	SOK

total) 2011 Labour Force Survey		
total), 2011 Eussai i olee saivej.	total), 2011 Labour Force Survey.	

Fragmentary Employment Data 2010 and 2011

Table	Description	Producer
	ernment and Private Sector Formal Employment	
1-3	Membership in Pension Fund by Age and One-Digit ISIC	Kosovo Pension and
	(NACE), 2011 (males, females, total).	Savings Trust (KPST).
4-6	Membership in Pension Fund by Age and Public vs Private	Producer: KPST.
	Employment, 2011 (males, females, total).	
7	Income Tax Payers by Employment Status (employee, self-	Tax Administration of
	employed, total) and Public vs Private Sector Employment,	Kosovo (TAK).
	2011.	
8-10	Membership in Pension Fund by One Digit ISIC (NACE)	KPST.
	and Employment Status (employee, employer, self	
	employed, total) (males, females, total).	
11-13	Flows of Members Into and Out of Pension Fund 2011 Year	KPST.
	by Age and One Digit ISIC (NACE) (males, females, total).	
b. Public Se	ctor Employment	
1	Civil Service Employment by Year (2008, 2009, 2010,	Division of Payroll and
	2011) and Sector (General Service, Public Order & Security,	Payment Administration,
	Education, Health, Economy, Recreation and Culture,	Ministry of Public
	Housing, Environment, Total).	Administration, via MLSW.
2-4	Civil Service Employment by Age and Two Digit ISIC	Department of Civil
	(NACE), 2011 (males, females, total), 2011.	Service, Ministry of Public
		Administration.
	nal Private Sector Employment	aau
1	Number of New and Closed Enterprises for each Quarter 2005-2011	SOK
2	Distribution of New Enterprises by Economic	SOK
	Sector (NACE) and Size (Number of Employees) of	
	Enterprise, First Quarter 2011	
3	Distribution of Employees by Number of Enterprises and	SOK, Structural Business
	Economic Activity (NACE) 2005.	Survey 2005, Tables 1 and
		2.
4	Distribution of Employees by Economic Activity (NACE)	SOK, Statistical Repertoire
	and Size (Number of Employees) of Enterprise, 2005.	of Enterprises 2004-2008,
		Table 77, via Tax
		Administration Kosovo
~		(TAK)
5	Distribution of Employees by Economic Activity (NACE)	SOK, Repertoire 2004-
6	and Size (Number of Employees) of Enterprise, 2006.	2008, Table 79, via TAK
6	Distribution of Employees by Economic Activity and Size	SOK, Repertoire 2004-
	(Number of Employees) of Enterprise, 2007	2008, Table 81, via TAK.
7	Employment in Interviewed AKB Member Companies by	AKB, 2010 survey.
	Two-Digit ISIC (NACE) and Two Digit ISCO, 2010 Survey.	

Employer Vacancies

Table Description Producer

1	Cumulative Vacancies Registered with the Public	Department of Labour and
	Employment Service by Skill Level Needed and	Employment, MLSW.
	Region/Municipality, March 2010-February 2011.	
2	Cumulative Civil Service Vacancies by Type of Position,	Ministry of Public
	Year 2011.	Administration.
3	Job Vacancies of AKB Member Companies by Two Digit	Alliance of Kosovar
	Occupation (NACE) and Two Digit ISIC, July 2010 Survey	Businesses (See its Survey
	of Labour Market Demand.	of Labour Market Demand)

Employment Updates as From 2012

Table	Description	Producer
a. Gove	ernment and Private Sector Formal Employment	
	Repeat Tables 1-13 of B.2.a. above with KPST and TKA	
	data for 2012 and subsequent years.	
b. Pub	lic Sector Employment	
	Repeat Tables 1-4 of B.2.b above with MPA data for 2012	
	and subsequent years.	
c. Formal P	rivate Sector Employment	
	Repeat B.2.b tables with data for 2012 and subsequent years	
	from SOK data derived from TAK sources. Collect data	
	according to format of Table 7 of B.2.c above from any new	
	surveys of AKB. In addition, prepare tables for any data	
	collected according to format of Table 7 from any future	
	surveys to be carried out by the Kosovo Chamber of	
	Commerce	
d. Vacancie	S	
	With Tables 1-3 of C above as the models, prepare tables for	
	employer vacancies of the public and modern private sector	
	from 2012 as based on data provided by the DLE of the	
	MLSW for registered vacancies, the Ministry of Public	
	Administration for civil service vacancies, and	
	representatives of the private sector (Chamber of Commerce,	
	AKB) for modern sector vacancies based on data collected in	
	any new surveys they will have carried out.	

Employment projections

Table	Description	Producer
a. Governm	ent and Private Sector Employment	
	Prepare tables for any projections made by the Macroeconomic Unit, Ministry of Finance (or other bodies) of total employment forecast to be generated by Kosovo's economy.	
b. Public Se	ctor Employment	
	Prepare tables for one-year projections of civil service hiring (due to new positions created plus filling of vacated existing positions) by economic sector, according to format of Tables	

	1-4 of B.2.b above. Producer: Ministry of Public Administration.	
c. Formal P	rivate Sector Employment	
	Prepare tables of projections of expected new hiring (new positions plus filling of vacated positions) by member companies of AKB according to ISIC (NACE) and two digit ISCO as based on future surveys of AKB. Do same for member companies of the Kosovo Chamber of Commerce from data derived from any future surveys.	

LABOUR SUPPLY AND DEMAND IMBALANCES Labour Surpluses

Table	Description	Producer
a. Ben	chmark Data from Surveys	
1-3	Distribution of Unemployment (Q 27, 1+2)vs. Labour Force	SOK
	(Q 25,1 plus Q27, 1+2) by Percentage and Age (males,	
1.6	females, total), 2011 Population Census .	201/
4-6	Distribution of Unemployment vs. Labour Force by	SOK.
	Percentage and Age (males, females, total), 2011 Labour Force Survey.	
7-9	Distribution of Youth Unemployment (Age 15-24) vs.	SOK
7-9	Labour Force Aged 15-24 by Percentage and Municipality	SOK
	(males, females, total), 2011 Population Census.	
10-12	Distribution of Unemployment by Age and Level of	SOK
10 12	Education (Q 21) (males, females, total), 2011 Population	
	Census	
13-15	Distribution of Unemployment by Age and Level of	SOK
	Education (less than upper secondary, upper secondary,	
	tertiary, total) (males, females, total), 2011 Labour Force	
	Survey	
16-18	Distribution of Unemployment by Age and Previous	SOK
	Employment (Q 27.1, never worked before, Q 27.2, worked	
19-21	before) (males, females, total), 2011 Population Census	SOK
19-21	Distribution of Unemployment by Age and Previous Employment (never worked before, worked before, total)	SOK
	(males, females, total), 2011 Labour Force Survey.	
22-24	Distribution of Unemployment by Age and Duration of	SOK
	Unemployment (less than 6 mos., 6-11 mos., 12+ mos.,	
	total) (males, females, total), 2011 Labour Force Survey.	
25-27	Distribution of Unemployment by Method of Search and	SOK
	Duration of Unemployment (males, females, total), 2011	
	Labour Force Survey.	
28-30	Distribution of Unemployment by Age and Whether	SOK
	Actively Seeking Work Past 4 week (Q 35, 1) or Not (Q 35,	
	2) (males, females, total), 2011 Population Census	
	chmark Data and Updates from Public Employment Service	
1-3	Distribution of Registered Unemployed by Age and	Source: Department of
	Skill/Educational Level (unskilled, semi-skilled, lower	Labour and Employment
	secondary school, upper secondary school, university, total)	(DLE), MLSW.
	(males, females, total), February 2011.	

4-6	Distribution of Registered Unemployed by Age and Region/Municipality (males, females, total), February 2011.	Source: DLE, MLSW
7-9	Distribution of Registered Unemployed Aged 15-24 Years	Source: DLE, MLSW
	by Region/Municipality and Skill/Educational Level (males,	
	females, total), February 2011.	
Note: data provided in tables as above should be updated for the LMIS on a regular basis (quarterly?) and		
included here	2.	
c. Projections		
1	Estimated New Labour Force Entrants by Level of	LMIS Unit, based on
	Education vs. New Positions Projected in the Public and	analysis of supply and
	Modern Private Sector and Resultant Imbalances, 2012.	demand projections

OPERATION OF THE LABOUR MARKET

Wage and Salary Rates

Table	Description	Producer		
1	Civil Service Salary Rates by Positions and Steps, 2011.	Payroll Ministry	Dej of	partment, Public
		Administrat	ation	

Interventions to Facilitate Job Placement

Table	Description	Producer
	Methods Used to Fill Vacancies by AKB	AKB, Survey on Labour
1	Member Countries According to Means and Main and	Market Demands, Table 9.
	Secondary Methods, 2010.	
2-4	Public Employment Service Placements of Registered Job-	Producer: Department of
	Seekers by Age Group and Skill/Educational Level, March	Labour and Employment,
	2010-February 2011 (males, females, total).	MLSW.

Careers Guidance of Youth

Table	Description	Producer
1	Number of Upper Secondary School Students Provided	Producer: MEST
	Careers Guidance by Type of School and Gender, 2010-	
	2011 School Year	
2	Number of University of Prishtina Students Provided Career	Career Guidance Centre,
	Guidance by Faculty and Gender, 2010-2011 Academic	University of Prishtina
	Year.	
3	Number of Registrants at Public Employment Service	Department of Labour and
	Centres Counseled on Career Choice by Status (Unemployed	Employment, MLSW
	or Seeking Job Change) and Gender, 2011 Year	

Facilitating Transition to the Labour Market

Table	Description	Producer		
1-3	Number of University of Prishtina Students Benefiting from CDC Programs for Transitioning to the Labour Market, 2011	,	University	of
	by Type of Program (males, females, total), 2011.			

Provision of Additional Training and Qualifications Testing to Overcome Skill Mismatches

	Description	Producer
Table		
1-3	Number of Registered Job Seekers of PES by Participation	DLE, MLSW.
	in and Graduation from MLSW Vocational Training Centers	
	and by Region (males, females, total), 2011.	
4	Number of Participants Receiving Vocational Training in	UNDP-ALMP.
	UNDP-ALMP Programmes vs. Numbers Placed and by	
	Gender, 2011	
5	Number of Vocational Training Center Students Gaining	National Qualifications
	Accreditation under National Qualifications Framework by	Authority.
	Gender and Field of Training, 2012.	

Monitoring of Training/Education Outcomes in the Labour Market

Table	Description	Producer
1-3	Graduates of the University of Prishtina by Faculty,	Career Guidance Center,
	Employment Status, and Relevance of Education Received,	University of Prishtina.
	(males, females, total) 2011 Tracer Study	

Provision of Government Public Works Programmes for Employment of Unemployed Persons

Table	Description	Producer
1	Number of Unemployed PES Registrants Provided Employment in Public Works Programmes by Gender and Region, 2012	MLSW

Government Interventions to Reduce the Supply of Labour

Table	Description	Producer
1-3	Numbers of Temporary Emigrants under Bilateral Agreements to Provide Employment According to Receiving Country, Sending Region/Municipality, and Education/Skill Level, 2012.	

Annex VI

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

The contracting authority has the right to modify the system through source codes without consulting in prior with the company that has developed the system.

Dated this day /month

of year

E. Signature

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of

Annex VII

PERFORMANCE SECURITY FORM

To: UNDP

(hereinafter called "the Contract"):

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a **Bank Guarantee** by a **recognized bank** for the sum specified therein as security for compliance with his obligations in accordance with the Contract:

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of [*amount of guarantee*] [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The guarantee shall be valid until a date 30 days from the date of issue of a satisfactory certificate of inspection and testing by the procuring UN entity.

F. SIGNATURE AND SEAL OF THE GUARANTOR

Date

Name of Bank

Address

United Nation Development Programme

Agenda 2007

Resolution 1325

Crisis Prevention and Recovery for Women Empowerment and Gender Equality

100 B 100

1. Strengthen Women's Security in Crisis

Work to end personal and institutional **violence against women**. Strengthen the **rule of law**. Increase the gender responsiveness of **security institutions**, disarmament, demobilization and **reintegration**, and small arms reduction initiatives.

2. Advance Gender Justice

Increase women's **access to justice**. Ensure the protection of women's **economic, social, political and cultural rights**. Being a gender perspective into transitional justice, constitutional, electoral, legislative, judicial, institutional and **security sector reforms**.

3. Expand Women's Citizenship, Participation and Leadership

Build women's skills and confidence. Support women's representation in the social, political, and economic spheres. Develop women's networks and institutions for conflict prevention, disaster risk reduction, peacebuilding, and post-conflict/post-disaster reconstruction.

4. Build Peace with and for Women

Ensure women's meaningful participation in formal and informal **peace processes**. Bring a gender perspective to the design and implementation of **peace missions** and **peace agreements**.

5. Promote Gender Equality in Disaster Risk Reduction

Incorporate **gender analysis** in the assessment of disaster risks, impacts and needs. Address **women's unique needs** and value **women's knowledge** in disaster reduction and recovery policies, plans and programmes. Strengthen **women's networks and organizations** to facilitate women's active engagement.

6. Ensure Gender-Responsive Recovery

Infuse **gender analysis** into all post-conflict and post-disaster **planning tools and processes**. Ensure recovery efforts provide equal economic opportunities for women including access to assets, such as land and credit. Promote **social protection and sustainable livelihoods**. Prioritize women's needs in **key sectors** such as transportation, shelter and health care.

7. Transform Government to Deliver for Women

Build capacities and promote accountability within government **institutions and processes**. Engage women and men to foster gender-equitable relations within these institutions. Ensure gender-sensitive **resource mobilization**, **aid coordination**, **budgeting** and **funds allocation**.

8. Develop Capacities for Social Change

Build **the skills and the will of men and women** to: prevent and respond to **violence**; reduce **vulnerability** to natural hazards; achieve equitable **post-crisis reconstruction**; and build **social cohesion**.