



REQUEST FOR PROPOSAL (RFP)

	DATE: 20 April 2021
	REFERENCE: UNDP Albania

Dear Sir / Madam:

We kindly request you to submit your Proposal for “Development of the Labour Market Information Observatory”

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal. Proposals may be submitted on or **before May 10, 2021, 14.00 hrs via e-Tendering.**

Allowable Manner of Submitting Proposals: **e-Tendering only. Bids not sent in eTendering system will not be considered.**

Proposal Submission Address: <https://etendering.partneragencies.org>

Please acknowledge receipt of this RFP by using the “Accept Invitation” function in e-Tendering system. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

Please find the link for all the procurement guides and videos:

<https://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notice/resources/>

Electronic submission (eTendering) requirements:

- Format: PDF files only
- File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard.
- All files must be free of viruses and not corrupted.
- Max. File Size per transmission: 35 MB
- UNDP reserves the rights to ask for originals during the evaluation.

Please name the submitted files following the structure of the solicitation document, and consolidate the files into as few files as possible, using compression tools (zip etc.).

Your Proposal must be expressed in the English language and be valid for a minimum period of one hundred and twenty (120) days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above,

for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,
Nuno Queiros



Deputy Resident Representative
April 20, 2021

Description of Requirements

Context of the Requirement	Development of the Labour Market Information Observatory
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services ¹	<p>While the government of Albania continues to make progress in implementing its National Employment and Skills Strategy 2019-2022 (NESS), the need to supply policy makers with evidence on the impact of the strategy and the performance of the labour market is more evident. There is a dire need to establish a comprehensive Labour Market Information Observatory (LMIO) and an understanding of the trends in the labour market, including what skills are in high demand. The lack of labour market intelligence is preventing Albania from moving from a supply to a more demand orientated system. Even though, the information on labour market in Albania is often limited to the statistics produced by individual institutions, the statistics provide an encouraging foundation to take forward a more detailed and structured LMIO. Currently, main providers, among others, are INSTAT, Ministry of Finance and Economy and Ministry of Education and Youth, though some data collected are made available to the public. Various organisations are currently supporting the institutions to upgrade their data collection techniques, such as provision of necessary hardware and software.</p> <p>During the period of 2019-2020, UNDP-SD4E commissioned an evaluation which would address the institutional and regulatory aspects of setting-up a LMIO, including who would be responsible for such processes, where would they be located, what functions would be performed, as well as the steps required for making such a structure operational. During the field work it became clear that partners had a different understanding of what constitute a sustainable LMIO. Therefore, in order to help resolve this issue the discussions focused upon (a) how to establish a structure with sole responsibility for undertaking labour market analysis and (b) wider reforms in the LMI architecture, comprising the different organisations that produce and use statistical data.</p> <p>All the relevant indicators and statistical data sources that would be needed to construct a strong and reliable LMIO, are related to statistical data extracted from INSTAT, Ministry of Education, Sports and Youth, Ministry of Finance and Economy etc.</p> <p>The overall objective of the assignment is to support the government of Albania to establish a functional and reliable national Labour Market Information Observatory (LMIO). The LMIO should aim at generating, analysing and disseminating information for policy-makers and other labour market stakeholders and must be established and developed in full accordance with the National Strategy for Employment and Skills (NESS). The key objectives of the assignment include the following:</p> <ul style="list-style-type: none"> • To develop an online Labour Market Information Observatory platform. • To facilitate tracking key labour market indicators. • To produce information for employment, education, and other public policies. • To store all the qualitative and quantitative statistical data, which is used and feeds into labour market, in an easily accessible platform.

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • LMIO platform system design. • LMIO platform beta version delivered. • LMIO platform developed. • User manual developed and training delivered to support staff and system administrators to perform content upload, system maintenance and administration. • Source code handover: Full source code including all developed libraries shall be handed over to UNDP. • Support and maintenance: Administrative and technical support, quality control for a period of 12 months.
Person to Supervise the Work/Performance of the Service Provider	The contracted entity will be reporting to the SD4E Programme Coordinator.
Frequency of Reporting	Contractor is required to report to the UNDP-SD4E team and in bi-weekly basis. This report shall include information conform the proposed 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.
Progress Reporting Requirements	Written communication
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	19 months
Target start date	1 June 2021
Latest completion date	30 December 2022
Travels Expected	No
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars for international companies <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency for national companies

Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms ³	20% - upon delivery and acceptance of LMIO platform design – by June 30, 2021 20% - upon delivery of Beta version of LMIO platform – by October 15, 2021 40% - upon development of LMIO platform and development of the user manual and delivering of trainings for the support staff and system administrators, and handover of the full source code, including all developed libraries – by December 15, 2021 20% - upon provision of support and maintenance service: administrative and technical support, quality control – quarterly, for the period January 1 – December 30, 2022
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	SD4E Programme Coordinator
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> Contract for Professional Services <input type="checkbox"/> Long-Term Agreement ⁴ (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract [pls. specify]
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non- acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<u>Technical Proposal (70%)</u> <input checked="" type="checkbox"/> Expertise of the Firm (30%) <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan (40%)

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

	<input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel (30%) <u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, depending on the following factors: [Clarify fully how and why will this be achieved. <u>Please do not choose this option without indicating the parameters for awarding to multiple Service Providers</u>]
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR <input type="checkbox"/> Others ⁷ [pls. specify]
Contact Person for Inquiries (Written inquiries only) ⁸	UNDP Albanian Procurement Unit procurement.al@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	N/A

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁸ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

*This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

[Name and Signature of the Service Provider's Authorized Person]

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

3.0 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.

4.0 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.

5.0 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 to the provisions of this Contract.

6.0 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.

7.0 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.

8.0 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 the 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:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the 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.

10.0 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.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 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 United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality,

is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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 Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** 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, the 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.
- 14.3** 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.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 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:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 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.

18.0 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 the 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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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.
- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 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.
- 20.2** Any 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.

21.0 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.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE

Development of the Labour Market Information Observatory

BACKGROUND

Albania has made a significant stride in establishing a consolidated market economy over the past three decades, transforming from the poorest country in Europe to a middle-income country. The Government of Albania has recognized the need to address the limited capacities of the institutions to cope with the diverse challenges of the labour market. Vocational Education and Training (VET) generates the workforce needed by the private sector, and, thus, plays a key role for economic growth, employment generation and social stability. The National Employment and Skills Strategy (NESS 2014-2020) recently revised and adopted, is considered an important milestone, since it was the first time that a national strategy paper addresses employment promotion and Vocational Skills Development as one entity. Two out of four policy priorities defined in the NESS are dedicated to set up a quality Vocational Education and Training (VET) system to meet the demand of the labour market. This strategy has introduced a new dynamic in the complex VET reform and calls for a coordinated action of all stakeholders (including the private sector) to meet the ambitious targets.

Despite all reform efforts, there is still a significant skills shortage and skills gap in the Albanian labour market which is mainly due to an insufficient collaboration between the world of education and the world of work. The major achievements of the last six years of the VET reform (since the adoption of the National Employment and Skills Strategy) are related to the establishment of a comprehensive legislative framework that defines the guiding principles and structure of the VET system, the roles and responsibilities of the key actors and overall standards for VET provision, assessment and certification.

The ‘Skills Development for Employment (SD4E) programme’ is supporting the Government of Albania in the national VET and Employment reform through a comprehensive approach of institutional capacity building on a macro/policy level, enabling key actors (MFE, NAES and NAVETQ) to deliver coordinated and demand-driven services. Responding to national priorities and the objectives of the National Employment and Skills Strategy, this Swiss funded intervention has the ambition to make a systemic contribution where the Albanian VET system and Employment Service supply the labour market with a skilled workforce that contributes to sustainable and inclusive economic development of the country. To achieve the programme purpose and finally the programme goal, the focuses is directed in 3 strategic fields that will aim to improve the governance and quality of service provision in VET and employment promotion in Albania.

Outcome 1: The institutional capacity of key actors in VET and Employment (Ministry, NAVETQ, NAES) is strengthened

Outcome 2: The employment service portfolio is based on a balanced demand-and supply-side oriented approach

Outcome 3: A standardized Quality Assurance (QA) framework is in place that improves the image of VET and fosters linkages between school and world of work.

CONTEXT

While the government of Albania continues to make progress in implementing its National Employment and Skills Strategy 2019-2022 (NESS), the need to supply policy makers with evidence on the impact of the strategy and the performance of the labour market is more evident. There is a dire need to establish a comprehensive Labour Market Information Observatory (LMIO) and an understanding of the trends in the labour market, including what skills are in high demand. The lack of labour market intelligence is preventing Albania from moving from a supply to a more demand orientated system. Even though, the information on labour market in Albania is often limited to the

statistics produced by individual institutions, the statistics provide an encouraging foundation to take forward a more detailed and structured LMIO. Currently, main providers, among others, are INSTAT, Ministry of Finance and Economy and Ministry of Education and Youth, though some statistical data collected are made available to the public. Various organisations are currently supporting the institutions to upgrade their data collection techniques, such as provision of necessary hardware and software.

During the period of 2019-2020, UNDP – SD4E commissioned an evaluation which would address the institutional and regulatory aspects of setting-up a LMIO, including who would be responsible for such processes, where would they be located, what functions would be performed, as well as the steps required for making such a structure operational. During the field work it became clear that partners had a different understanding of what constitute a sustainable LMIO. Therefore, in order to help resolve this issue the discussions focused upon (a) how to establish a structure with sole responsibility for undertaking labour market analysis and (b) wider reforms in the LMI architecture, comprising the different organisations that produce and use statistical data.

All the relevant indicators and statistical data sources that would be needed to construct a strong and reliable LMIO, are related to statistical data extracted from INSTAT, Ministry of Education, Sports and Youth, Ministry of Finance and Economy etc.

The overall objective of the assignment is to support the government of Albania to establish a functional and reliable national Labour Market Information Observatory (LMIO). The LMIO should aim at generating, analysing and disseminating information for policy-makers and other labour market stakeholders and must be established and developed in full accordance with the National Strategy for Employment and Skills (NESS).

OBJECTIVE

Under the overall guidance of the UNDP programme specialist, and the assistance of the programme coordinator and the SD4E team, the assignment has the objective to develop a user-friendly, online platform, Labour Market Observatory (LMIO) platform. The key objectives of the assignment include the following:

- To develop an online Labour Market Information Observatory platform.
- To facilitate tracking key labour market indicators.
- To produce information for employment, education, and other public policies.
- To store all the qualitative and quantitative data, which is used and feeds into labour market, in an easily accessible platform.

DELIVERABLES

The qualifying company will provide:

- LMIO platform system design.
- LMIO beta version developed.
- LMIO platform developed.
- User manual developed and training delivered to support staff and system administrators to perform content upload, system maintenance and administration.
- Source code handover: Full source code including all developed libraries shall be handed over to UNDP.
- Support and maintenance: Administrative and technical support, quality control for a period of 12 months.

WORK PLAN

The company will work in close consultation and with the assistance of the Programme Coordinator and the SD4E team, and in close coordination with the international expert engaged by SD4E to deliver the tasks in four phases, as specified below:

Phase 1: System Design – 4 weeks

A first meeting/conference call will be scheduled for to brief the firm on the background information to develop

each of the requested deliverables. The successful company will participate in a debriefing session to understand the overall project and expectations. Based on the debriefing session and this TOR, the company will develop the workflow for the LMIO platform. Additional meetings with the other involved stakeholders will be organized, as recommended by the team and needed by the successful company. The company will adjust the platform concept based on the feedback and comments from UNDP and relevant stakeholders.

System pre-assessment

- Review the past works done by the UNDP in bid to establishing LMIO and compilation of dataset that will form the basis for LMIO.
- Identify and agree with the stakeholders the applications/ modules to be developed.
- Identify data gap and how to overcome such gaps.
- Identify main user roles to ensure sustainability of the LMIO.
- Develop the platform design mock-up in a digital format.

After four weeks from signing the contract, the contractor should hand over to UNDP the final plan and time schedule of the project describing in detail the required activities in the phase 2. The Project Plan should be agreed and endorsed by UNDP prior to launching any development activities and start of the phase 2 (System Development).

Phase 2: System development – 20 weeks

Once the analysis and design have been completed and approved, the contractor shall start the implementation phase. Note that requirements are not final / fixed on the previous phase, meaning that there could be the need to further modify and change requirements during this phase, too.

2.1 Core components definition

- Review existing Labour Market indicators to be tracked on the regular basis under LMIO platform and the source of statistical data.
- Develop metadata for all identified indicators to ensure consistency and transparency.
- Classify and cluster statistical data entities and variables from different sources.
- Analyse the different formats from different sources to agree on standard data exchange format.
- Establish mechanisms of regular statistical data exchange from different sources. (*manual input or API*).
- Develop LMIO brand identity (*logos, fonts, colors etc.*).
- Integration of industry, occupations and skills taxonomy to be used on analytical highlights.
- Data visualisation for up to 50 indicators/ analytical highlights, as requested by the client in the system design phase.

The main components of the platform (*to be further detailed during system design*):

- Key indicators, analytical highlights, and policy themes on the labour market.
- Publications repository: Research reports, Blog Articles, and latest news/ updates on the labour market.

The indicators/analytical highlights will be used to develop modules/reports such: Labour Market Performance tracker, Jobs occupations and vacancies analytic highlights, LFS indicators tracker, Analytical Briefs, NESS indicators tracker, Skills Needs Assessment, Labour Force Migration etc.

The main features of the platform (*to be further detailed during system design*):

- Data visualisation for selected indicators/ analytical highlights.
- Dashboards and interactive reports on selected policy themes.
- Personalised and individualised user experience through customized charts/ reports/ notifications.
- Social media integration and other exporting functionalities.

Data sources

Labour market information must consist of multiple flows of data on skills supply and demand from different sources, both quantitative and qualitative, classified for public/ statistical use.

The main quantitative statistical data sources are *(when available)*:

- Labour force surveys
- Public employment service statistics on vacancies and job seekers
- Enterprise statistics: structure of employment in enterprises, wage statistics
- Education statistics
- Skill specific data sources
- Sector studies
- Employers' surveys
- Vacancy surveys
- Tracer studies etc.

The main qualitative data sources are *(when available)*:

- Literature review including review of general press, labour market related reports and internet sources.
- Consultation with companies, stakeholders, and experts
- Foresight – qualitative analysis of long-term skills trends.
- Projections of labour demand and supply
- International databases that are built in most cases on national surveys and statistics.
- Big data analysis and real time labour market intelligence sources.

Qualitative and quantitative data should be visualized in platform through different visualizations and annotated interactive story graphs. The successful company should propose the visualizations and configuration of the platform to ensure that all the indicators/ analytical highlights to be easily accessed, compared and understood by all users when the data source as mentioned above would be available.

2.2 Infrastructure preparation

- Review and assess hardware and software to run the LMIO in order to avoid duplication of resources and provide high performance.
- Configure and deploy database for high availability, load balancing, and security to ensure smooth running of LMIO platform;
- Allow integration/ export/ import from CSV, Excel, JSON, custom API etc.

Costs related to platform infrastructure will be covered by the successful company up to the end of the maintenance period.

2.3 Development of the platform

A LMIO is combination of software modules communicating with each to get as much information as possible from the information collected through surveys or statistical data. The successful company will:

- Develop overall architecture of the LMIO modules.
- Develop security parameter and audit trails of the system.
- Develop a central statistical data repository also known as statistical data warehouse.
- Develop “Input and storage statistical data layer interface” which is to be used to extract data from external sources and store them in the LMIO format.
- Develop a transformation solution to standardize the data extracted data from different sources.

- Develop staging database to avoid loss of statistical data originality.
- Develop interface to load transformed statistical data into LMIO data warehouse.
- Develop interface and statistical data architecture that would allow easy integration of statistical data indicators in the future.
- Develop statistical data manipulation functions or procedures to calculate indicators for each module.
- Develop statistical data visualisation on indicators/ analytical highlights as requested.
- Develop module to generate customised visualisation and statistical data export, based on user need.
- Develop embedding and sharing functionalities for external use of visualisation by third parties.

In addition, the list below provides **information in regard to the system in general**. These points need to be fully considered and implemented into the system design:

- Software should contain high-level security for protecting the integrity of statistical data.
- All interfaces of the system should be web based, mobile-friendly and compatible with any web browser.
- System should provide a safe environment supporting high performance data analytics services, integrated in all database's functional units, GDPR compliant.
- Each Client's connection to the system application or external software should be carried out by an identifier and password (a log in and password) based on best practices, including two-factor authentication method.
- Saving the password should be made in such a way that does not allow its detection or resetting.
- The system, depending on the level or users' category, should provide options for data reading, limited editing, and full access to all database's objects according to CA needs.
- The system should allow easy configuration of users' rights and should allow alignment of such rights with internal institutional policies even when those policies are modified.
- Access to the system should be done through a secure protocol HTTPS.
- The system should be secured with an SSL with a digital certificate issued by contracting authority which should be CA trusted.
- System's administrator should be able to have the possibility of setting users' restrictions such as password expiry, criteria for a complicated password, certain timings for access, etc.
- Application must allow access, data insertion, modification and deletion based on user's profile rights. Users' rights should allow reconfiguration by the system's administrator.
- Application should allow full auditing of all occurrences in the system (time, event), users login success/failed, user and machine/pc).
- Application should contain a mechanism for blocking the account in case a user fails to log in three consequent attempts.
- Software system should allow auditing of all data saved in the database and modifications carried out on them.
- System should allow encrypting of data considered as sensitive, as defined by the client.
- System should allow encrypting of data for connecting with the database.
- System should contain a "search" function to be defined by the client.
- System should allow approximate and accurate searching.
- System should allow generating various reports according to needs.
- System should allow dissemination of reports via e-mail and in different formats such as: xlsx, xml, pdf, docx, csv, png, etc. depending on client's requirements.
- Requirements and subject registration system should be developed in Albanian and English.
- The system should be developed in accordance with the Albanian Law on Data Protection.

The second phase is expected to last for a **maximum of 5 months**. During this period, the contractor will work in close cooperation with the client. It is required for the contractor to report in bi-weekly basis in regard to the progress of the project. In addition, short notice phone or email updates are acceptable in case of emergencies.

Phase 3: User manual, training and system transfer – 4 weeks

The user manual is a technical communication document, which is intended to assist specialists/users on how to use the platform or the product. The users of the platform will be provided by UNDP.

The user manual template for the product is a step-by-step supporting tool, including the following:

- Enabling the 1st run of product;
- Provide clear instructions on how to install and use the product;
- How to handle the moments of system malfunction;
- Seeking help for specific issues or situations;

A capacity building plan on up to 30 users for the purpose of carrying the process will be designed. Also, a series of training and capacity building activities with responsible stakeholders will take place according to the capacity building plan.

Business operator should provide:

- Users' manual for system usage and administration
- Installation and maintenance manual
- Materials with training examples
- Training for listed users.

The contractor should also provide relevant staff training according to submitted training plans, on following: (i) Installation, (ii) Configuring; (iii) Using, and (iv) System maintenance based on requirements set in this document.

Capacity building

- Train users on how to transform and load data in LMIO data warehouse;
- Train the LMIO stakeholders on platform use;

System transfer

It is required from the contractor to fully test and pen test the applications for security breaches, functional issues and bugs. The project will progress to the next phase only when the client has approved the testing phase. Once the system is fully tested and the client has approved this phase, it is important to consider the following points:

- Contractor when handing over the system design should also deliver written and electronic source codes.
- Source codes and the system in general when handed over will be undisputed property of the contracting authority (CA) and the client maintains the right to modify the system through source codes without having to consult the contractor which developed the system.

Phase 4: Maintenance – 12 months

Support, Maintenance and Debugging (Service Level Agreement): The contractor is required to provide initial remote diagnosis of faults, troubleshooting, system maintenance, debugging, improvement, and system tuning - as required. Contract will conduct weekly tests on platform performance. Contactor will provide reports or other information related to platform upon request. Contactor will support upgrades on the developed visualisations and support upload of data into platform, when requested.

Contractor is required to provide these services during normal business working hours. 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 UNDP SD4E point of contact.

The contractor shall respond to requests for debugging, improvement, and support within 4 hours with details of the proposed solution. In agreement with UNDP SD4E, contractor is expected to temporarily or permanently resolve the issue within 8 business hours. 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 UNDP that the issue has been resolved. If the problem persists, the contractor is responsible to transfer 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 for maintenance. In case that there are staff changes related to the project, the contractor is obliged to inform the client on time.

REPORTING

Contractor is required to report to the UNDP-SD4E team and in bi-weekly basis. This report shall include information conform the proposed chart time plan. In addition, this report shall include information on back logs or possible delays for which UNDP 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.

REQUIRED SKILLS AND EXPERIENCE

The company should demonstrate and provide examples of previous experience in the performance of similar services as follows:

- Be a reputable firm with at least 3 years of experience on digital projects development.
- Have demonstrated experience in data visualisation and demonstrate the ability to implement innovative/visually appealing visualisations.
- Have a demonstrated experience on labour market, metric-based or data analytics projects.

For this assignment, the vendor should made available the following national or international experts, with an education background on computer science:

Project Manager/ Lead developer: 100 w/d

- The Project Manager/ Lead developer is the main interlocutor and ensures the process follows the agreed milestones and technical specifications, till the end of maintenance period.
- The Project Manager/ Lead developer is responsible for the overall development process and assures that all code contributed is in line with coding standards.
- The lead developer has extensive experience (at least six years) in programming and platform development, including experience in utilizing JavaScript/ C/ C++/ Python etc.
- Should have at least three years' experience as a project manager on metric-based or data analytics projects.
- Experience working as a business analyst is an asset;
- Excellent communication and writing skills in Albanian and English;

Full stack Engineer: 60 w/d

- Should have superior technical knowledge to effectively perform project duties, till the end of maintenance period.
- Should be able to deliver a product, both Backend and Frontend, following the best patterns for performance, resilience, availability etc.
- Should be able to gather information and translate it in a technical solution. Should have demonstrated experience (at least six years) in programming.
- Experience working on metric-based or data analytics projects is an asset;
- Excellent communication and writing skills in Albanian and English;

QA Engineer/ Tester: 20 w/d

- Should have proven work experience in software development quality assurance.
- Should have strong knowledge of software QA methodologies, tools and processes.
- Should have experience in writing clear, concise, and comprehensive test plans and test cases.
- Should have at least three years of experience on quality assurance projects related.
- Experience working on data analytics projects is an asset;
- Excellent communication and writing skills in Albanian and English;

International UX/UI Designer / International Data visualization Designer: 40 w/d

- Minimum five years of experience on data visualization related product, for desktop or mobile.
- Experience on delivering data visualization for international organizations or public entities.
- Experience developing Information Architectures (e.g., site mapping, gap analysis, IA design strategy, wire-framing) is an asset;
- Experience using Sketch, InVision, Zeplin, Figma and other wireframing and prototyping tools' is an asset;
- Experience working on metric-based or data analytics projects is an asset;
- Excellent communication and writing skills in English;

Branding Expert / Graphic Designer: 10 w/d

- The Branding Expert / Graphic Designer is responsible on delivering the LMIO logo/ color/ fonts/ messaging, in consultation with International UX/UI Designer / International Data visualization Designer.
- Minimum three years of experience on graphic design or branding.
- Experience working on digital projects is an asset;
- Excellent communication and writing skills in Albanian and English;

Frontend Developer: 60 w/d

- Should be able to translate client requirements in technical solutions. Responsible for delivering a whole web application and maintenance.
- Should follow the best design patterns to achieve better performance on the end product for the client side.
- Should have at least three years of experience as frontend developer on metric-based or data visualization projects.
- Experience working on data visualization projects is an asset;
- Excellent communication and writing skills in Albanian and English;

Backend Developer: 100 w/d

- Should be able to participate in the entire application lifecycle from the business logic, data model design, and offer solutions in case of fail overs till the end of maintenance period.
- Should have at least three years of experience as a backend developer on metric-based or data analytics projects.
- Experience working on metric-based or data analytics projects is an asset;
- Excellent communication and writing skills in Albanian and English;

PAYMENT SCHEDULE AND TIMELINE

Deliverables	Deadline
LMIO platform design.	30 June 2021
LMIO beta version developed.	15 October 2021
LMIO platform developed.	15 December 2021
Develop a user manual and deliver trainings for the support staff and system administrators.	
Source code handover: Full source code including all developed libraries shall be handed over.	
Support and maintenance: Administrative and technical support, quality control.	30 December 2022

DOCUMENTS TO BE INCLUDE IN THE PROPOSAL

If you have the required qualifications and are interested in this contract, please submit:

- A technical proposal on how to address the requirements of the TORs.
- A portfolio of previous work of system with similar functionalities developed.
- CVs of the personnel in charge of this project to be included in the proposal. The international UX/UI designer/ Data visualisation designer should provide a portfolio of previous work.
- A financial proposal to address the work.

The lump-sum fee which you propose for the consultancy should indicate the breakdown of all costs. This fee should be inclusive of ALL considerations.

EVALUATION AND SELECTION PROCESS

Submissions will be evaluated in consideration of the following evaluation criteria:

Evaluation Criteria – total 1000 points: 700 points for technical offer and 300 points for the financial offer;

- The firm's profile and portfolio will be evaluated to assess the quality of the company's work [300 points];
- The technical proposal presented, describing the methodology and knowledge of local data infrastructure. [400 points];
- Experience and qualifications of the team proposed to deliver the work by the company. This part of the evaluation will be based in the CVs of the individuals comprising the team that need to be share by the firm in their proposal. [300 points];

In order to qualify for further consideration, the company must accomplish a minimum score of 70 percent in the technical offer. The financial offer will account for a maximum of 300 points.