PART A Terms of Reference (ToR)

SUMMARY OF SERVICE REQUESTED

Title of this service A	**Mapping the current situation in entrepreneurship development in project targeted countries (Germany, Chile, Philippine and Jamaica)**
Expected Start and End date	November 2015 - April 2016
Title of this service B	**Capacity building support package**
Expected Start and End date	March 2016 – June 2016
Maximum potential budget for the whole life of the contract	**≈ € 15.000**
Project information	

1. BRIEF BACKGROUND RELEVANT FOR THE SERVICE

CEFE Macedonia www.cefe.mk is an organization formed in 2008 in Skopje, Macedonia. The organization is formed by CEFE trainers which met and participated in Training of Trainers in 1997 in Macedonia. Our main activities are trainings, consultancy and workshops.

We work in the fields of promoting and raising entrepreneurship and self-employability skills. Our members of experts have organized over 300 business trainings according to the CEFE methodology, we are offering business knowledge for expansion of already existing companies and we are devoted to reduction of unemployment through regional and international cooperation and exchange.

CEFE Macedonia, as a coordinator, and its partners, are implementing a capacity building project named “Global Exchange and Training for Youth Employment Services" www.getyesproject.com which aims to foster cooperation, exchanges, upgrade and roll out of good practices between the participating organizations specialized in employment generation. Thus enhancing their capacities for reduction of youth unemployment, professionalization of youth workers and support of entrepreneurship.

Project is co-funded by the European Union Erasmus + Program under the Key Action 2: Cooperation for innovation and the exchange of good practices.

Partners in the project: CEFE International GmbH, Germany; Business Works Limited, Jamaica; Plataforma Áurea, Chile; Philippine CEFE Network Foundation, Philippines

2. OBJECTIVE AND EXPECTED RESULTS OF THE SERVICE

Through this ToR, CEFE Macedonia intends to conclude a contract for services A and B according to the activities of the project.

Due to the nature of the services required, CEFE Macedonia are seeking experts, which will ensure a strong output.

The service provider will be required to provide upon request the two main types of services described below which may also be closely linked.

SERVICE A: Mapping the current situation in entrepreneurship development and support. Project targeted countries/regions (Germany, Macedonia, Chile, Philippine and Jamaica)

In order to successfully deliver the project outputs for the service A for the specific activities of the project, CEFE Macedonia will need to assign 5 experts:

- The experts (researchers, trainers, data analysts) will identify and collect the best practices on employment programmes which are undertook by using CEFE Methodology or have impact on entrepreneurship development and support;
- The experts will deliver their output in the form of presentation and hand-outs at the expert meeting according mutually agreed standards;
- Best practice sample will be given by CEFE Macedonia, and the experts will match their identified best practises according that document;
- The goal of the best practices will be to show specific and measurable dimension to the document (value for money, programme offer vs. satisfaction of beneficiaries, number of people employed after the programme etc..) given in the sample by project coordinator – CEFE Macedonia;

SERVICE B: Capacity building support package

CEFE Macedonia will also require expert support in the following area comprised of:

- Designing of directions for Compendium creation.
    - Assigned experts will: Match and upgrade concepts for coping with the problem of youth unemployment, as well as with development of entrepreneurship (given in the best practises on the expert meeting);
    - Design draft Capacity Building Support package. The experts (curricula developers, trainers, teachers, business consultants) will work on development of Capacity Building Support Package that will include: developed and updated training modules, resource materials and tools for fostering young's people competences;
    - Set directions for preparation of a compendium/manual for trainers/advisers with all modules, exercises and hand-outs (including newly developed);
    - Based on the research possible modules content will be made: Employability skills, Entrepreneurial competences, Green Business, Rural Development, Follow-up services, Integration of self-employment and business start-up into vocational training and higher education;

3. SPECIFIC ACTIVITIES

Activities of the Contractor related to SERVICE A AND B

The Contractor shall efficiently organise online project meetings and events, taking into account their specific needs as per the TORs and in all cases ensuring that all logistics are organised to a high standard and in a timely manner to allow for smooth implementation and ideal working conditions.

4. HOW SERVICES WILL BE CONTRACTED UNDER THE CONTRACT FRAMEWORK

A contract is a legal agreement between two parties - in this case, CEFE Macedonia and 'the Contractor'. It acts as the basis for possible future purchase of services A and B by CEFE Macedonia. The contract contains, among others, the scope of services that can be purchased by CEFE Macedonia, contractor's activities, methodology, timing and fees to be respected by the Contractor.

At no stage in the process is CEFE Macedonia legally bound to issue payment. Therefore CEFE Macedonia has no legal commitment to the contractor in case the agreement is not reached on the budget, or an activity is cancelled, etc.

No legal commitment exists on behalf of either party until the contract is counter-signed by the contractor and has been received by CEFE Macedonia.

In the course of contract implementation, the contractor should bear in mind that any changes in the nominated staff and/or changes in the methodology described in the contractor's technical proposal, must be communicated to CEFE Macedonia for approval.

The Contractor shall also ensure that any member of his personnel working in the context of this Contract, including the personnel at the local office, fulfils all legal obligations with respect to social security contributions, insurance and fiscal regulations.

5. BUDGET

- The maximum budget available is € 15,000.
- The total budget for each assignment will be that agreed between CEFE Macedonia and the contractor in the mutual signed contract.

6. MONITORING PROGRESS

The contractor will maintain regular communication with CEFE Macedonia, in English online communication services, phone and email, as necessary to ensure clarity on the progress of the service.

Upon request, during the life of the contract, the contractor will provide to CEFE Macedonia brief ad-hoc progress reports as requested by CEFE Macedonia.

7. PAYMENT PLAN

1. The contract will foresee the possibility of **50% - 50% payments upon delivery of each service,** provided that it is clearly stipulated in the terms of reference for the specific

assignment with The Contractor. The Contractor will need to send a request/invoice for each payment. CEFE Macedonia will pay within 30 days of receipt of an original, correct and approved document form Service A or B from the Contractor.

2. Final payment will be made upon successful completion of the assignment in accordance with the specific Terms of Reference and on the condition that a corrected, final approved documents will be provided to CEFE Macedonia.

8. Preparing for ToR: required documents

8.1 Selection documentation

The applicants must have the following technical and professional capacity to perform the contract:

- A minimum of three years' experience in developing this type of services (service A) as described in the terms of reference.
- A minimum of five years' experience in developing this type of services (service B) as described in the terms of reference.
- All interested Applicants must submit a CV (max 2-3 pages) and referent list of previous projects experience or similar assignments undertaken in previous years, including information on contract value, contracting entity/client, project location/country, duration, main activities and objectives to the CEFE Macedonia evaluation committee according the Deadline for submission of CVs

8.2 Supporting Documentation

All applicants must provide if needed a full set of documents for each of the following two services, which the evaluation committee of CEFE Macedonia will assess after evaluation of CVs.

PART B: DRAFT CONTRACT

ASSIGNMENT CONTRACT

The undersigned:

Between:

1. CEFE Macedonia with tax identification number 4030008036170, with official residence on Nikola Parapunov no. 33/-57 Skopje, represented by Jovan Stalevski, President of CEFE Macedonia (hereafter, Contracting Authority), and;

2. _____ with ID Number: _____, currently residing on _____no._____, _____ _____, (hereafter, "contractor")

Have agreed as follows:

Article 1: Representation

1. The Contractor will work for CEFE Macedonia as an expert according the specific ToR.

Article 2: Execution of duties: the product/service to be delivered by the contractor

1. The contractor will work as an expert and will deliver the specific services A and B according the ToR;

2. Contractor shall commit to fulfil his/her duties to the best of his/her abilities, to represent the interest of the Contracting Authority to the best of her abilities and to follow the rules and regulations as established by the Contracting Authority;

3. By signing this contract, the Contractor declares to meet the requirements to successfully fulfil the services.

Article 3: Delivery period

1. Delivering period is _____ days from the day of placing the order or on mutual agreement.

Article 4: Remuneration

1. The Contractor receives gross remuneration of __.___,00 EUR (in words: _____ EUR).

2. The Contractor will not be entering in the Contracting Authorities' employment scheme. The Contracting Authority is not obliged to make any additional payments other than imposed by law. The Contracting Authority is not obliged, under the terms of this contract, to make any payments for full or partial, temporary or permanent invalidity to the contractor, to provide compensation for loss of income or medical costs, to pay out benefits in the event of death or to pay out widow's and/or orphan's pensions, unless imposed by law;

3. The Contracting Authority reserves the right to reduce its contribution, stop transfers permanently or claim repayment of all or part of the funds transferred if contractual obligations are not met. Reduction or termination will be initiated only after consultation with the Contractor, after which accounts will be settled on the basis of costs made and taking into account, within reasonable limits, financial obligations entered into by the contractor for the future.

Article 5: Termination or expiring without prolongation

1. On termination or expiring without prolongation of this contract, the contractor shall return all property, hand over his/her work, according to the Contracting Authority's request, to the

designated person, and settle any outstanding financial obligations with the Contracting Authority. If deemed necessary by the Contracting Authority, the contractor shall hand-over al remain activities, material and non-material goods to the Contracting Authority. The contractor shall be the Contracting Authority's disposal until the end of the hand-over. The contractor is responsible for the Contracting Authority's damages in case of inappropriate hand-over (e.g. retaining information and / or documents).

Article 6: Irregularities

1. No false entries shall be made in the Contracting Authority's / work related records for any reason. The contractor shall not engage in any arrangement that results in such an act;

2. Payments or financial commitments shall not be made and / or approved with the intention that any part is to be used for any purpose other than related to the tasks and responsibilities of the contractor, or without the written consent of the immediate supervisor. Commission payments shall not be authorized or made in excess of those required in the ordinary legal course of business;

3. The contractor is familiar with the types of improprieties that might occur within the area of their responsibility and be alert for any indication of irregularity;

4. The Contracting Authority reserves the right to conduct an investigation into the activities carried out by the contractor in the framework of the activity, including the reporting. As such, the contractor is responsible for keeping an adequate administration on the assignments. The contractor will co-operate fully with the officials appointed by the Contracting Authority to conduct such an investigation on the contractor's activities. If such an investigation is initiated, the contractor will be consulted well in advance by the Contracting Authority.

Article 7: Rights of usage

1. All rights of usage, including all secondary rights, applying to the result of the contractor's work is property of the Contracting Authority.

Article 8: Business information & confidentiality

1. The contractor shall safeguard business secrets that he/she learns in the course of his/her work as well as information of fundamental importance pertaining to the Contracting Authority or his activities during or after the contract period, unless legal regulations oblige the contractor to disclose information. In addition to this, the contractor shall not relate to an unauthorized person information the contractor has learned in connection with the fulfilment of his position and the revealing of which would be of detrimental consequences to the Contracting Authority or any other person. A violation of this article is an immediate reason for termination of this contract, and may result in the Contracting Authority issuing a claim for financial compensation from the contractor.

Article 9: Disputes

1. Both Contracting Parties hereby agree and declare to have carefully read and understood this Contract and ToR. They declare by signing this contract that they fully agree upon the terms of this Contract and ToR.

2. This contact shall be subject to Macedonian law. All disputes which may arise concerning the interpretation and/or implementation of this contract after its due signature or concerning further agreements, which may result there from, and which cannot be settled amicably, shall be referred to the competent court in Macedonia.

CEFE Macedonia	Contractor
Mr. Jovan Stalevski	_____
President	
Place:	Place:
Date: …….	Date: ……..

Part C: Application

1.How and where to apply

All documents must be submitted to CEFE Macedonia evaluation committee according the Deadline for submission of CVs in the time table at

To: info@cefe.mk;

Cc: e.stojanovska@cefe.mk

Subject: Quality Control and Monitoring Expert for GET YES (*your name and surname*) (for Service A)

2. Timetable

The timetable for this ToR procedure and signature of the resulting contract(s) is as follows:

Activity	**Date**	**Comments**
ToR launch date	**15.01.2016**	
Deadline for submission of CVs and methodology	**25.02.2016**	
Evaluation of CVs and methodology	**26-28.02.2016**	
Notification of award	**01.03.2016**	All applicants will receive information on their status
Contract signature	**03.03.2016**	

3.Information

We encourage you to contact us for any required information to: info@cefe.mk
(Mrs. Elena Stojanovska)