

REQUEST FOR PROPOSALS

DEVELOPMENT OF A REHABILITATION FRAMEWORK FOR JUVENILE OFFENDERS

Announcement No.	TM/RFP/2022/015
Project:	PRIME
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Inquiry Submission:	28 August 2022 via procurement@transparency.mv
Deadline due:	29 August 2022
Point of Contact:	procurement@transparency.mv

1. Organizational Background

Transparency Maldives (TM) is a non-partisan organization that endeavors to be a constructive force in society by promoting collaboration and discussion on corruption, transparency and accountability. TM seeks to engage with stakeholders from all sectors (government, business, political and civil society, among others) to raise awareness of corruption's detrimental effects on development and society, improve transparency and accountability in governance, and eliminate corruption from the daily lives of people. TM continues to support grassroots movements, promoting community empowerment and social cohesion.

2. Eligibility: Organizations / Firms / Individuals

3. Period of Performance: Starting in September 2022.

4. Scope of Work and Guidelines:

4.1 Background

The introduction of the new Juvenile Justice Act (Law no. 18/2019) brought modernized changes outlining a comprehensive set of rights for children in conflict with the law. Under the Act (Law no. 18/2019), Maldives Correctional Services is mandated to establish Juvenile Correctional Institutions, i.e., Juvenile Detention Centre and Long-term Secure Facility. In comparison, Juvenile Detention Centre is exclusively for children convicted of a crime other than serious criminal offences and sentenced to long-term detention. In contrast, long term Secure Facility is solely for children convicted of serious criminal offenses and sentenced to long-term incarceration and those who have to be separated from the community.

Likewise, under the Prison and Parole Act (law: 14/2013), Maldives Correctional Services is mandated to rehabilitate and reform inmates and encourage them to return to society as worthy citizens after being released from custody. To prevent recidivism and assist in social reintegration, the Juvenile Justice Act (18/2019) also includes a comprehensive list of diversion options (Section 75) and alternatives to detention and rehabilitation programs, including conferencing, alternative to detention, and restorative cautioning.

The juvenile justice system in the Maldives is overwhelmed with the increasing number of children who come into conflict with the law. Department of Juvenile Justice (DJJ) has reported through their media reports that children coming in contact with the law occur at a very young age. Although the law specifies the minimum age of criminal responsibility as 15; children as young as 11 or 12 years are being used to peddle drugs and trafficking in both urban cities to other islands communities. These children are known to be groomed and exploited by drug peddlers and gangs, and are often exposed to many vulnerabilities and organized crimes by the time they are 15.

While the absolute number of children in juvenile detention is low in the Maldives, reintegration back into society is a constant challenge and near impossible. A child in contact with the juvenile justice system is a child in difficult circumstances who has fallen out of the protective net and has no support system and no opportunity for a safe and secure childhood.

Rehabilitation, aftercare services, and reintegration play an essential part in crime prevention in society. And the success of rehabilitation and reintegration into families and communities depends on holistic institutional and community-based programs designed to reduce recidivism and address the root causes.

Maldives Correctional Services has been predominantly catering to the needs of adults. However, since 2012, there has been an increase in juveniles sentenced and remanded to prison due to the increasing severity of juvenile crimes. Furthermore, unlike the adult criminal justice system, the Juvenile Justice System calls upon a rights-based approach based on international best practices mentioned under the Convention on the child's rights.

There are three juveniles in the juvenile detention center, K. Asseyri Prison, 16 in K. Maafushi Prison, 13 in the community undergoing a probation programs, and 2 in remand custody. A routine is established to manage and support children with limited outdoor yard area time and recreational or sports activities. However, at present there are no individualized treatment, rehabilitation, aftercare services, or reintegration programs for juvenile offenders although the Act (law 18/2019) mandates juvenile correctional institutes to provide targeted programs to match children's personal and criminogenic needs which are evidence-based, specified to the child's best interest, and promote reintegration.

In this regards, Transparency Maldives is, seeking to mobilize the services of a technical expert to support the Maldives Correctional Services to develop a comprehensive Juvenile Rehabilitation Framework which can guide interventions for children in conflict with the law.

4.2 Objectives, Scope and Description of Activities

4.2.1 Objectives

- TM is seeking a consultant to develop an Integrated Juvenile Rehabilitation Framework for Maldives Correctional Services (MCS). The main objective of the framework is to provide an operating model that guides juvenile offender rehabilitation efforts. The framework articulates a structural and comprehensive approach for all rehabilitation efforts. It ensures optimization of the limited resources by allocating programs based on risks, needs & responsivity model for juvenile offenders.
- The framework is based on implementing the reintegration component of the Juvenile Justice Law (18/2019), taking specific account of the Convention on the Rights of the Child (CRC), standard minimum rules for the treatment of prisoners, and other international juvenile justice standards, in consultation with juvenile justice stakeholders, community leaders, individuals who have lived the experience, and other stakeholders.
- The framework should include an inbuilt review and evaluation of the juvenile justice system to identify areas for improvement, based on participation from the community and relevant stakeholders, with due regard to the interest of victims, to protect society by preventing crime and repeated offending and safeguard the rights of the child.
- Rehabilitation begins when a juvenile offender first enters the prison system and continues even after their release, hence underlining the importance of aftercare programs and services for re-entry to society as productive citizens and reducing recidivism.

4.2.2: Scope of the Activities:

The framework should demonstrate;

1. To assist in developing a Rehabilitation framework for Juvenile Offenders under Maldives Correctional Services (MCS) as an operating model that guides rehabilitation efforts. The framework will include;
 - a. Phases that would allow for catering to the needs and abilities; tailored programs that would be carried out from the commencement of incarceration till the pre-release phase; taking into consideration the age, evolving capacity, cultural background, the existing system at the juvenile prisons, and types of crimes committed by the juvenile offender; assessment & classification, (E.g., the assessment & classification based on the risk and rehabilitation needs such as psychological, intellectual and physical abilities for successful rehabilitation)
 - b. Phases to include attitude forming, skill development, and knowledge enhancement among Juveniles based on cognitive, emotional, physical, and moral aspects. Targeting the changeable characteristics of juveniles directly linked to offending, based on principles of risk, need, and responsivity
 - c. Phases to include employment, continuous formal/informal education, vocational skills, life skills, and livelihood skills for incarcerated children and during probation.
 - d. Phases to include family-focused Services and Programs that actively engage families of the incarcerated in various ways.

4.3 Deliverables and Timeline

Deliverable	Timeline (tentative)
1. Inception Report (following the desk review)	30 days
2. Consultation with relevant stakeholders (government and non-government actors) to propose an outline of the framework based on international best practices, with Maldivian culturally sensitive, which can be sustained.	30 days
3. Develop a Draft Juvenile Rehabilitation Framework for Rehabilitation and reintegration based on best practices and relevant local legislation.	15 days
4. Validation workshop related to the developed Juvenile Rehabilitation Framework for Juvenile Offenders	15 days
5. Final Consultancy report with a way forward and recommendations for future strengthening and monitoring of the implementation of the framework.	10 days

5. Form and Content of the Response

Submit application via the website link for the RFP announcement. Must upload each of the required documents in the applicable section.

5.1 Technical Proposal

The technical proposal should include the following information:

Statement of Experience: This section should outline a statement of the Service Provider's capabilities and include details of previous related assignments of similar complexity and subject matter. Please provide a list of projects and reference contacts.

Statement of Qualifications: This section should describe the Service Provider's professional qualifications. Please include CV/resume providing evidence of how the Service Provider meets the knowledge and skills needs of the assignment.

Proposed Methodology: This section should demonstrate the Service Provider's methodological approach for meeting the specifications set out in this RFP.

5.2 Financial Proposal

Financial Proposals must be inclusive of all costs and must address all requirements stated in the RFP, in line with the Offeror's Technical Proposal. The only circumstance under which TM will accept any price changes from what is included in the Offeror's proposal or will accept

additional charges beyond what is included in the proposal, is if TM modifies the requirements in writing to all prospective Offerors. Financial Proposal must be submitted according to the template provided in Annex 1 of this RFP.

Offeror should separately mark any recommended options not specifically required or addressed in the Statement of Work or elsewhere in the RFP. Offerors shall note any exceptions to the specifications listed in the Statement of Work and provide alternate prices.

All proposed prices and delivery dates shall be valid for a period of ninety (90) days following the date of submission, unless otherwise clearly specified by the Offeror.

6. Conflict of Interest Statement

All Service Providers and relative team members and staff that will participate must sign the conflict-of-interest statement given in Annex 2 of this RFP and submit it along with their application. Applications without the conflict-of-interest statement will be considered incomplete and TM reserves the right to reject such applications.

7. Evaluation of applications

Proposals which conform to the requirements stated in this RFP which are received by the Submission Due Date and Time will be evaluated for award on the basis of the Best Overall Value to TM and the Donor. Best Overall Value will be determined by TM on the basis of the Technical Evaluation Criteria and financial evaluation Criteria as set forth below.

TM will evaluate proposals based on the following criteria:	%
Selection Criteria	
1. Technical Proposal	80%
1.1 Proposed Methodology and approach	
<ul style="list-style-type: none"> Approach and Methodology to achieving desired outcomes, as per the Statement of Work 	10%
<ul style="list-style-type: none"> Work plan and approach to successfully achieving each deliverable, as per the Statement of Work 	10%
1.2 Service Provider's Experience	
The following aspects will be considered strongly under experience, and service providers are requested to provide references to support their previous work undertaken if possible;	
<ul style="list-style-type: none"> Experience in developing a Rehabilitation Framework for Juvenile Offenders, Juvenile Justice System, Correctional Rehabilitation and reintegration or a related field; 	24%
<ul style="list-style-type: none"> Experience engaging with government and civil society is desirable. 	8%
	8%

<ul style="list-style-type: none"> Familiarity with social issues and rehabilitation and reintegration in the Maldives. 	
<p>1.3 Service Provider's Qualification</p> <ul style="list-style-type: none"> Master's degree/bachelor's degree in criminal justice, social work, sociology, or related field 8% At least five years of experience in working in the juvenile justice system or related field of work 4% Extensive experience working in human rights, protection, gender issues, or a combination of education, teaching experience, and experience. 2% Demonstrated gender awareness and sensitivity and ability to integrate a gender perspective into tasks and activities; 2% Demonstrate knowledge of current program principles, concepts, practices, methods, and techniques of rehabilitation; 2% Professional experience in the area of specialization in the area of rehabilitation and reintegration; 2% <p><i>Additional notes;</i></p> <ul style="list-style-type: none"> <i>Service Providers are requested to submit educational certificates (with transcripts) to support their merit and a list of relevant short-term training undertaken;</i> <i>Ability to establish and maintain effective and constructive working relationships with people of different cultural backgrounds while maintaining impartiality and objectivity.</i> <i>Flexibility and ability to work under time pressure to meet tight deadlines;</i> 	
<p>2. Financial Proposal</p>	20%

Additional Notes:

- Offeror is requested to provide references to support their previous work undertaken.
- For a firm/team of individuals submitting a proposal, experience will be assessed based on the individual team members and those of the firm (if applicable).
- For a firm/team of individuals, qualification will be assessed based on the combination of the proposed team. Ideally, the team should possess a combination of expertise in the required fields of education.
- In addition to educational qualification, any short-term trainings in relevant areas will also be considered.

Offerors are requested to submit detailed CVs, educational certificates (with transcripts) to support their merit and list relevant short-term training undertaken.

8. Type of Contract

TM intends to award a Firm Fixed-Price Subcontract through this RFP, though other types of subcontracts may be employed if required. All services and/or supplies must be delivered within date(s) stated above in the Summary section under "Anticipated Period of Performance".

9. Additional Guidance to Offerors

i. Eligibility Requirements

To ensure that TM does not subcontract to vendors that have been debarred, suspended or proposed for debarment, and to prevent against supporting vendors determined to have committed or pose a significant risk of committing actions of terrorism that threatens national, and US interests, all apparently successful applicants will be checked against the US Government's Excluded Parties List. As such, TM will perform a search for the applicant's name on the Excluded Parties List (<http://www.sam.gov>)

1. System for Award Management (SAM) (database maintained by the SAM for Excluded Parties List System (EPLS) available at: <http://www.sam.gov/>).
2. Master list of Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control (OFAC List) available at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>.
3. United Nations Security designation list available at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml

TM will also consider all information about the proposed vendor of which it is aware and all public information that is reasonably available to prior to awarding the project.

TM will also require all vendors (excluding individuals) to submit Data Universal Numbering System (DUNS1) number for any subcontract over under US\$25,000. DUNS registrations and active Systems SAM2 registration will be required for all vendors (above the value of US\$25,000) prior to signing the contract. Details of SAM registration.

¹ A DUNS number is required for non-U.S. organizations submitting proposals in the amount of \$25,000 or more. A DUNS number is required for U.S. applicants regardless of the grant amount. The contract finalization will be contingent upon the organization providing a DUNS number and completing the . Organizations who fail to provide a DUNS number will not receive a grant. To register visit: <https://www.dnb.com/duns-number.html>

² For more details on registering in SAM visit <https://sam.gov/content/home>

ii. Language

Offerors shall provide all proposal documentation in English.

iii. Offeror's Understanding of the RFP

In responding to this RFP, Offerors accept full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to TM as necessary to gain such an understanding. TM reserves the right to disqualify any Offeror who demonstrates less than such understanding. Further, TM reserves the right to determine, at its sole discretion, whether Offerors have demonstrated such understanding. Such disqualification shall be at not fault, cost, or liability whatsoever to TM.

iv. Source and Nationality (USAID)

The USAID authorized geographic code for the procurement of goods and services under TM's contract is Code 937 (the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source). A current list of eligible countries and further information on Source and Nationality may be found at www.usaid.gov/ads/policy/300/310. Offerors must agree that no services will be rendered through a Offeror in any foreign policy restricted country or any designated "prohibited source".

10. Additional Terms and Conditions

i. Coverage & Participation

Transparency Maldives (TM) reserves the right not to enter into any contract, to add and/or delete elements, or to change any element of the coverage and participation prior to the award without prior notification at any time without any liability or obligation of any kind or amount.

ii. Service Providers' Understanding of the RFP

In responding to this RFP, service providers accept full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to TM as necessary to gain such an understanding. TM reserves the right to disqualify any Service Provider who demonstrates less than such understanding. Further, TM reserves the right to determine, at its sole discretion, whether Service Providers have demonstrated such understanding. Such disqualification shall be at not fault, cost, or liability whatsoever to TM.

iii. Good Faith Statement

All information provided by TM in the RFP is offered in good faith. Individual items are subject to change at any time. TM makes no certification that any item is without error. TM is not responsible or liable for any use of the information or for any claims asserted there from.

iv. Communication

Verbal communication shall not be effective unless formally confirmed in writing by a TM staff in charge of managing this RFP process. In no case shall verbal communication govern over written communication. Formal Communications shall include, but are not limited to:

- Questions and inquiries concerning this RFP must be submitted in writing to procurement@transparency.mv
- Service providers shall recommend to TM any discrepancies, errors or omissions that may exist within this RFP. With respect to this RFP, service providers shall recommend to TM any enhancements, which might be in TM's best interests.

v. Non-Disclosure Agreement

TM reserves the right to require any respondent to enter into a non-disclosure agreement.

vi. Costs

The RFP does not obligate TM to pay for any costs, of any kind whatsoever, which may be incurred by a Offeror or any third parties, in connection with the proposal development.

vii. Intellectual Property

Offeror shall not use any intellectual property of TM including, but not limited to, all logos, registered trademarks or trade names of TM, at any time without the prior approval of TM, as appropriate.

viii. Modification and Withdrawal of RFP

TM reserves the right to modify by written notice the terms of this RFP at any time in its sole discretion. TM also reserves the right to withdraw this RFP at any time—with or without statement of cause—prior to actual award.

ix. Multiple Awards and No Obligation to Award

TM may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations such as "all or none". TM reserves the right to make an award on any item for a quantity less than the quantity proposed, at the unit prices proposed, unless the Offeror specifies otherwise in the proposal. Proposals will be evaluated on the basis of advantages and disadvantages to TM and USAID in making multiple awards or awarding less than full quantity. TM reserves the right to issue more than one award. TM may reject any or all offers or not award a contract under this RFP if such action is in the best interests of TM, its Client, or the Host Country. TM may also waive informalities and minor irregularities in offers received, should such actions be in the best interest of TM, its Client, or the Host Country. The issuance of any contract resulting from this solicitation is subject to the prior approval from TM's client.

x. No Liability

TM reserves the right to accept or reject any quotation or stop the procurement process at any time, without assigning any reason or liability.

TM shall not be liable to any service provider, person or entity for any losses, expenses, costs, claims or damages of any kind; or

Arising out of, by reason of, or attributable to, the Service Provider responding to this RFP;

As a result of the use of information, error or omission contained in this RFP document or provided during the RFP process.

11. Entire RFP

This RFP, any addenda to it, and any attached schedules, constitute the entire RFP.

ANNEX 1: COST PROPOSAL

Offerors are required to fill out the following cost breakdown. Unit prices are required in the case of discrepancies between unit price and total price, the unit price will be taken as a reference basis in the evaluation.

Pricing must be in US Dollars

RFP Title:

Date:

A: Cost Breakdown per Deliverable

Deliverable	PRICE (All Inclusive)

**This shall be the basis of the payment tranches.*

B: Cost Breakdown by Component

No.	Activities	Quantity	Rate	No. of Days	Total Amount
A	Key Human Resources				
1	Consultant				
Subtotal A					
B	Administrative Costs				
1	Eg: Interviews				
Subtotal B					
C	Total A+B				
D	GST (6%) if applicable				
E	Grand Total (C+D)				

N. B. Administrative and other associated costs, if any, should be built into the above headings proportionately.

Name:

Designation:

Signature:

ANNEX 2: PREREQUISITES CONFLICT OF INTEREST AND FRAUD REPORTING STATEMENT

Conflict of Interest

TM's subcontractors, grantee and vendors at all levels have an obligation to disclose all personal relationships and financial interest related to the Project, as these can consist of real or potential conflicts of interest. Non reporting can result in termination of the agreement/contract or disqualification from this solicitation and being blacklisted for future solicitation opportunities.

By signing this Pre-requisite certification, the Offeror agrees to certify that

1. you do not have any real or potential conflict of interest with this project; OR you have disclosed any existing or potential conflicts of interest, including any close familial, or financial relationships with TM (including staff and members) and other offerors submitting proposals for this solicitation; and as part of your submission;
2. you will update this disclosure promptly if relevant circumstances change and report to the relevant TM's Point of Contact; these would include personal, professional or financial relationship with TM and any other offerors submitting proposals; and
3. you understand that not reporting any real or potential Conflict of Interest can result in the disqualification of the proposal, or in suspension/termination of the agreement/subcontract or purchase order.
4. The prices in the bid/proposal/application/quote have been arrived at independently, without any consultation, communication, or agreement with any other bidder or competitor for the purpose of restricting competition.
5. All information in the proposal and all supporting documentation are authentic and accurate.

Fraud Reporting

TM employees and agents are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business.

Should any person demand/request consideration in exchange of this solicitation or promises successful selection, in exchange for consideration, or to report any potential violations against this solicitation, please contact ethics.committee@transparency.mv.

Signature:

Date:

Name:

Title/ Position:

Entity name:

(For firms/organizations only)

Address:

End of RFP