

## SPECIAL CONDITIONS OF THE CONTRACT FOR SERVICES No. 7-6/4096

Tallinn

**The Ministry of Justice and Digital Affairs on behalf of the Republic of Estonia**, registry code: 70000898, registered address: Suur-Ameerika 1, 10122 Tallinn, Estonia, represented by Tiina Uudeberg, Secretary General, acting upon the law and the Statutes (hereinafter the "Mandator")

and

**FC Teylingereind**, registry code: NL804305912B01, registered address: Rijksweg 24-2171 AL Sassenheim, Netherlands, represented by Soraya Beumer (hereinafter the "Mandatar");

hereinafter together the "Parties" and separately the "Party";  
have signed this contract for services (hereinafter the "Contract"), hereby agreeing to the following:

### 1. General provisions

The activity is carried out within the framework of and the fee is paid from the resources of the European Social Fund+ project "Reducing the Recidivism of Young Offenders" sub-activity "Reintegration interventions in the prison service", grant code 1J10-SF21-04742NOOR, WBS J10-NOOREDVANGLATEEN.

### 2. Object of this Contract

The object of this Contract is procurement of System Centered Care for Family Relations of Young Prisoners (ScC) Approach for the Estonian Prison Service (hereinafter the "Services").

### 3. Time and deadlines for performing the Services

- 3.1. The Mandatar hereby obliges to perform the Services within 16 months starting from the signing of the Contract. The description of the Service, including sequence of activities, charging criteria etc is represented in Annexes 1-4 of the Contract Proposal and Technical Specifications.
- 3.2. Parties may make changes to the agreed (Annex 3) time schedule concerning different stages of the the contract execution period. Changes shall be agreed between authorised representatives via e-mail exchange.

### 4. Contract Price

- 4.1. The fee for the Services shall be paid according to the costs of the activities given in the Proposal stated in the Annex 2. The estimated total fee is **29 300,00 euros** (excluding the VAT) (hereinafter the "Contract Price"). The Mandator shall pay reverse value added tax on the Contract Price.
- 4.2. The Contract Price shall be paid in several instalments after the completion of each activity (Annex 1 paragraph 3) on the basis of the delivery and receipt acts and invoices approved by an authorised representative of the Mandator. The payment terms is 21 days. The banking charges for making the transfer are covered by the Mandator.
- 4.3. The Mandatar whose activity has not been registered in the Republic of Estonia can issue an invoice over cross-Europe electronic documents and e-invoicing exchange system PEPPOL or in PDF-format to the email address of the authorised representative of the Mandator. The invoice must include the reference number of the Project: grant 1J10-SF21-04742NOOR, WBS: J10-NOOREDVANGLATEEN.

### 5. Provision of service

- 5.1. The Mandatar shall undertake to provide the Services in due time and high quality. Regarding the conditions not defined in the Contract, the Services must be of at least average quality and in compliance with the requirements normally required for similar Services. In the course of the provision of the Services, the Mandatar must perform all work and operations, which are not specified in the Contract, but which by their nature form part of the work related to the provision of the Services.

- 5.2. In case the Mandatary uses written materials during the trainings that should be disseminated between the participants, the materials should be sent via email no later than 5 days before the start of the activity, in order to leave sufficient time for translation into Estonian.
- 5.3. The Mandatary must ensure that the Services are provided by the persons/team members referred to in the Contract in compliance with their professional knowledge, skills and abilities.
  - 5.3.1. If in the course of providing the Service a need for the exchange of team members arises, the Mandator must accept such exchange in advance. Upon changing team members, it must be ensured that the Services shall be provided by persons with at least the qualifications and experience required for the Service.
- 5.4. The Mandatary shall undertake to inform its employees, related to the performance of contractual tasks, and the partners, involved in the performance of the tasks, of the terms and conditions of the Services.
- 5.5. The Mandator shall provide the Mandatary with the material and information necessary for the provision of the Services.
- 5.6. The Mandator shall have the right to verify the progress and quality of the provision of the Services, and, if necessary, request the Mandatary to provide information or written or oral explanations thereon.
- 5.7. The Parties shall be obliged to inform the other Party without delay of circumstances, which prevent or may hinder the proper and timely fulfilment of the obligation.
- 5.8. Upon providing the Services, drawing up presenting materials, organizing workshops etc., the Mandatary shall be obliged to use symbols of the European Social Fund+ as provided by the Mandator.

#### 6. Authorised representatives

- 6.1. The Mandator's authorised representative in matters related to performing this Contract is Peter Gornischeff, phone: +372 5248261, e-mail: [peter.gornischeff@justdigi.ee](mailto:peter.gornischeff@justdigi.ee).
- 6.2. The Mandatary's authorised representative in matters related to performing this Contract is Marjolein Brouwer, phone +31 613143604, e-mail: [m.brouwer@teylingereind.nl](mailto:m.brouwer@teylingereind.nl)

#### 7. Annexes to the Contract

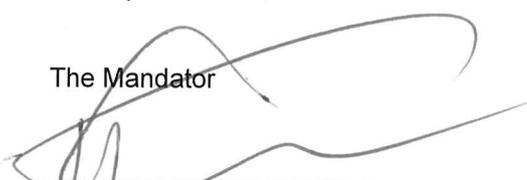
The following Annexes have been added to the Contract upon signature:

- 7.1. Annex 1 – Technical Specifications;
- 7.2. Annex 2 – Proposal;
- 7.3. Annex 3 – Terms and Conditions of Contracts for Services;
- 7.4. Annex 4 - Invitation to Tender.

#### 8. Other provisions

- 8.1. In addition to these special conditions and their annexes, the general conditions of contracts for services are also considered to be integral parts of this Contract insofar as they are relevant to the content of the Contract. The Mandatary hereby confirms having reviewed the general conditions and accepting them.
- 8.2. Unless provided otherwise by a specific provision, the definition of "Contract" means this Contract's special conditions, general conditions insofar as they are relevant to the content of the present Contract, and all appendices. The order of priority of the Contract's documents is as follows: special conditions (I), appendices to this Contract (II) and general conditions (III). In case of any discrepancies between various contract documents, the document with the higher priority shall prevail.

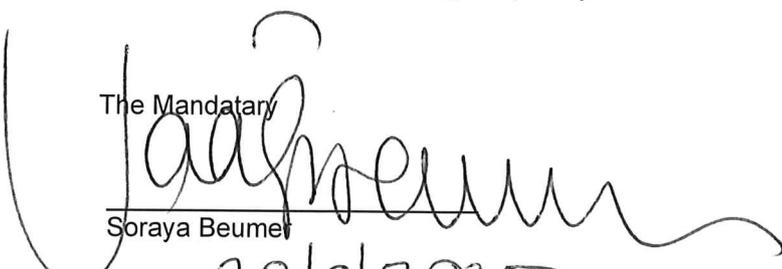
The Mandator

  
Tina Uudeberg

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The Mandatary

  
Soraya Beumer

Date:

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identification No EE100217078  
Reference No 2800049667  
Location: Tallinn, Estonia

SWIFT/BIC: RABONL2U  
(IBAN): NL27RABO0108373983  
VAT identification: NL804305912B01  
Business ID: 41169654  
Location: Sassenheim



# ANNEX 1: Technical Specifications for Simple Procurement: Procurement of System Centered Care for Family Relations of Young Prisoners (ScC) Approach for the Estonian Prison Service

## 1. Background

Working effectively with incarcerated and probationary youth requires involving their parents. When addressing youth with a criminal background, it is essential to consider both protective and risk factors within the family. Protective factors include parental support, positive family communication, personal stability of family members, future orientation of family members, and the family's support network. Risk factors include lack of parental supervision or inadequate discipline, poor family functioning, abuse, low family affection and warmth, and parental issues such as substance (abuse), psychopathology, and criminal behavior. Without proper attention to the family of a young person with a criminal history, poor family functioning may persist, affecting the young person's prospects for a normal life (Simons, 2018, pp. 16-17). Research shows that involving family members and other key figures in the system results in longer-lasting and more effective behavior changes. It is advisable to introduce and implement a system-based approach (System Centered Care – ScC) within the prison service. To ensure the success of a ScC approach, it is important that it forms part of all processes within the organisation. Parents/system actors must be actively involved in various ways and at various times in the treatment. From the initial consultation, to the actual stay and from diagnosis to support. ScC is also easy to integrate with other methods.

The ScC approach is largely based on the principles of multidimensional family therapy (including the way of thinking). This program provides the specialist as the program implementer with a solid methodology, structure and teaches the use of working methods to work with the young person and family in the context of a closed institution as well in probation. The focus is on creating a trusting relationship and achieving the program's goal on this basis. In the Netherlands, **this program has been studied among young people who have been detained for a short period of time** and its implementation has yielded positive results<sup>1</sup>. The program is considered effective primarily because the family is actively involved, including in meetings and events in the detention facility, **continuous explanatory work is carried out and meetings are held regularly, more flexible conditions for communication have been created in the detention facility than usual, and risks are thoroughly assessed to prevent harm.**

**The target group of the training are employees of all 3 prisons and probation service** in Estonia as well employees of the Estonian Academy of Security Sciences.

It is also **important that the management of the institution actively supports, stimulates, and facilitates this process.** Therefore the Ministry of Justice and Digital Affairs is procuring System Centered Care (ScC) training and guidance for the Estonian

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<sup>1</sup> Simons I, Mulder E, Breuk R, Mos K, Rigter H, van Domburgh L, Vermeiren R. A program of family-centered care for adolescents in short-term stay groups of juvenile justice institutions. *Child Adolesc Psychiatry Ment Health*. 2017 Dec 19;11:61. <https://pubmed.ncbi.nlm.nih.gov/29270215/>

Prison Service to enable prison and probation staff to independently apply a family-centered approach in their daily work, utilizing specific techniques and activities.

## 2. Objective and Scope

The objective of the Tender is to find a Partner to provide the Estonian Prison Service the necessary foundations for implementing ScC within the Estonian Prison Service, focusing on the resocialization of youth through a family/system-centered approach. Training and guidance are intended for prison service staff working with incarcerated or probationary youth up to 21 years of age, and older when applicable. The service shall include introductory overview, training, ongoing support during implementation, coaching, follow-up training, and training of ScC trainers to guarantee its continuity within the institutional setting.

## 3. Description of the Service

### 3.1. Stage 1 (indicatively within months 1 – 4 after the signing of contract): developing of the understanding, basic skills and competencies

**Day 1** (3 academic hours): **introductory overview by video conferencing** of the ScC approach and principles to increase awareness and understanding of the ScC

**Participants:** for prison and probation staff, including Academy of Security Sciences Prison Service College members (approximately 100 participants)

Topics:	Outcomes:
<ul style="list-style-type: none"> <li>Overview of the basic principles and assumptions to implement ScC in prison and probation.</li> </ul>	<ul style="list-style-type: none"> <li>Participants have got overview of Basic principles and assumptions to implement ScC in prison and probation.</li> </ul>

**Days 2 – 4** (24 academic hours): **basic skills training**

**Participants:** Prison and probation staff, including Academy of Security Sciences Prison Service College members (**up to 18 participants in total**)

Topics:	Outcomes:
<ul style="list-style-type: none"> <li>Getting acquainted with each other</li> <li>A system-oriented view: the ecological model and the model of risk and protective factors</li> <li>The five levels of family functioning</li> <li>Patterns of (dis)functioning systems</li> <li>Analyzing strengths and weaknesses of ScC in your own work and institution</li> <li>Teaching and training skills in system contact: alliance-building and communication skills</li> </ul>	<ul style="list-style-type: none"> <li>The trainees understand what a systemic view is and how to apply it in their own work</li> <li>The trainees have more knowledge about (dis)functional patterns in families and how to apply this knowledge in working with juveniles and their families</li> <li>The trainees recognize the barriers and opportunities for systemic-centered care in their institute and work</li> </ul>

<ul style="list-style-type: none"> <li>• Formulating action points for the next six months and how to stimulate other employees</li> <li>• Developing an implementation schedule for action points</li> </ul>	<ul style="list-style-type: none"> <li>• The trainees have skills to develop and improve systemic-centered care and apply at their daily work with families</li> </ul>
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It is assumed that after the 1<sup>st</sup> Stage a family/system meeting in each prison and also piloting in probation shall be conducted in order to practice skills and competencies that have been acquired during the 2<sup>nd</sup> Stage. The family meeting shall also give a valuable input to continue training in the 3<sup>rd</sup> Stage.

**3.2. Stage 2 (indicatively within months 5 – 8 after the signing of contract):  
practice and competencies**

**Day 5 and 6 (16 academic hours): developing the practical skills and competencies on the basis of basic skills and first experiences**

**Participants:** Prison and probation staff, including Academy of Security Sciences Prison Service College members who shall take part of both training groups (**up to 18 participants in total**)

<b>Topics:</b>	<b>Outcomes:</b>
<ul style="list-style-type: none"> <li>• Continuing to practice skills</li> <li>• Evaluating the action points and making new ones if necessary</li> <li>• Analyzing barriers, opportunities, and successes in ScC, and planning how to build on them</li> <li>• Practicing the protocol of a first family session or family meeting in the prison and probation</li> <li>• Fostering cooperation between prison employees and probation officers</li> <li>• Key elements for resocialization of juvenile delinquents</li> </ul>	<ul style="list-style-type: none"> <li>• Trainees have deeper understanding of the barriers and opportunities of ScC in their institute and work</li> <li>• Trainees understand about the resocialization process of juvenile delinquents and how to apply this knowledge in their work</li> <li>• Trainees have progressed in their ability to involve and cooperate with families and other system members and can incorporate these skills into family meetings in the prison and probation</li> <li>• Trainees know which systemic goals are important for the case plan of the juvenile and how to work with them</li> <li>• Trainees understand the importance of collaboration between partners in the forensic field, particularly between prison staff and probation officers, and how to integrate that into daily work</li> </ul>

**3.3. Stage 3 (indicatively within months 9 – 16 after the signing of contract): skills enhancement training based on the development of ScC over the previous 10 months, feedback from the consultation sessions and training of trainers**

**Day 7** (8 academic hours)

**Participants:** Prison and probation staff, including Academy of Security Sciences Prison Service College members who shall take part of both training groups (**up to 18 participants in total**)

<b>Topics:</b>	<b>Outcomes:</b>
<ul style="list-style-type: none"> <li>• Developing case management and individualized planning.</li> <li>• Using ScC principles to create personalized rehabilitation plans.</li> <li>• Deveoping further the team collaboration.</li> <li>• Developing cultural competence and diversity awareness and addressing different backgrounds to make ScC inclusive and effective.</li> <li>• Any final skills training will be provided where needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Both probation officers and prison employees should be able to integrate ScC fully into their work.</li> <li>• The management of the institution should be able to consolidate the achieved goals and encourage further progress in the implementation.</li> </ul>

**Day 8 and 9** (16 academic hours)

**Participants:** Prison and probation staff, including Academy of Security Sciences Prison Service College members who shall take part of both training groups (**up to 18 participants in total**)

<b>Topics:</b>	<b>Outcomes:</b>
<p><b>Developing Trainers Skills:</b></p> <ul style="list-style-type: none"> <li>• Train staff in selecting effective training methods.</li> <li>• Clarify the trainer's role and develop leadership skills.</li> <li>• Equip trainers to address various learning styles.</li> <li>• Provide techniques for resolving conflicts and overcoming resistance.</li> <li>• Teach methods for giving and receiving constructive feedback.</li> </ul> <p><b>Practical Coaching Skills:</b></p> <ul style="list-style-type: none"> <li>• Train staff to conduct typical program sessions in the role of a coach.</li> <li>• Teach practical exercises to rehearse different scenarios included in the program.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff can select and employ diverse, impactful training methods tailored to different learning styles.</li> <li>• Trainers develop leadership skills, boosting their confidence and ability to guide sessions effectively.</li> <li>• Trainers gain the skills to address various learning preferences, making training sessions more inclusive and effective.</li> <li>• Trainers become adept at resolving challenges, overcoming resistance, and maintaining group cohesion during sessions.</li> <li>• Trainers can provide and receive feedback in ways that encourage</li> </ul>

<ul style="list-style-type: none"> <li>• Provide instruction on correcting cognitive errors.</li> <li>• Train staff in techniques that promote moral development.</li> <li>• To motivate and mentor new ScC facilitators.</li> </ul> <p><b>Sustainability and Quality Assurance</b></p> <ul style="list-style-type: none"> <li>• Develop methods to assess quality and monitor participant progress.</li> <li>• Train staff in supporting and overseeing the implementation.</li> </ul>	<p>growth and improvement among participants.</p>
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**3.4. Consultation:** Between training days, sufficient time for consultation shall be dedicated. Sometimes separate consultation sessions will be needed for specific groups, such as prison employees or probation officers. **Within the first 6 months after the signing of the contract there will be 2 consultation hours every 2 weeks, later it will be 2 consultation hours a month, with a maximum of 44 hours during the whole period from month 1 to month 16.** The exact distribution shall be agreed after each training period separately.

**3.5. Training materials, program implementation manual** and other necessary materials in English in electronic form supporting the service standard. **The Contracting Authority shall organise printouts of the materials at the place of performance if necessary.**

#### 4. Global outcomes of the Service

- 4.1. Trainees must be competent to independently implement the ScC with young offenders until 21-years of age and older if applicable.
- 4.2. Upon completion, who have passed trainers training, should have the competence to train other Prison Service employees to implement ScC.
- 4.3. The trainees and trainers of trainers shall receive a relevant certificate to confirm they have passed the training.

#### 5. Profile of the Trainees

- 5.1. All trainees have a working experience in prison, probation or in the social field.

#### 6. Organizational information by the Contracting Authority

- 6.1. **Simultaneous translation shall be provided** and the organization and costs shall be covered by the Contracting Authority.
- 6.2. The location and training facilities are provided by the Contracting Authority. The service can occur outside the prison setting. The exact schedule will be confirmed upon signing of the contract.

#### 7. Qualification Requirements for Bidders Team Members

**The service shall be conducted by 2 Team Members (except the Stage 1 (p 3.1) and the Consultation (p 3.4) which could be performed by one Team Member) who should have:**

- 7.1. At least higher level of education.
- 7.2. At least two prior experiences delivering the ScC training.
- 7.3. A minimum of 5 years of experience working with families of juvenile delinquents in closed institutions and probation.

**Tender Form for Simple Procurement: Procurement of System Centered Care for Family Relations of Young Prisoners (ScC) Approach for the Estonian Prison Service**

**Bidder's General Information**

Business Name of the Bidder	Forensic Centre Teylingereind
Bidder's Registration Code	NL804305912B01
Bidder's Legal Address	Rijksstraatweg 24- 2171 AL Sassenheim
Bidder's Representative for Signing the Contract	S. Beumer
Bidder's Contact Person/Authorized Person for Contract Execution	S.Beumer CEO +31(0)71 3055555 s.beumer@teylingereind.nl
Name and Contact Details (email address, phone number)	

**1. Cost Breakdown of the Bid by Expense Items**

Expense Item	Unit	Unit Price	Quantity	TOTAL (euros)
Stage 1 (indicatively within months 1 – 4 after the signing of contract): developing of the understanding, basic skills and competencies  Flight (350) and hotel costs (5 nights x 100) and dayfee (5 x 50) x 2 persons	Academic hours	125,-	27 (x2)  To be honest we think a webinar of 3 hours for 100 participants is a bit too long. Is it possible to make 2 hours of it.	6750,-  2200,-
Stage 2 (indicatively within months 5 – 8 after the signing of contract): practice and competencies  Flight (350) + hotel costs (4 nights x 100,-) + dayfee for coffee, dinner, lunch (4 x 50,) x 2 persons	Academic hours	125,-	16 (x2)	4000,-  1900,-
Stage 3 (indicatively within months 9 – 16 after the signing of contract): skills enhancement training based on the development of ScC over the previous 8 months, and feedback from the consultation sessions and training of trainers	Academic hours	125,-	24 (x2)	6000,-

Flight (350) and hotel costs (5 nights x 100) and dayfee (5 x 50) x 2 persons				2200,-
Consultation	Calendar hours	125,-	44	5500,-
Training materials, program implementation manual and other necessary materials in English in electronic form supporting the service standard. The Contracting Authority shall organize printouts of the materials at the place of performance if necessary.	<i>Please indicate</i>			750,-
Total Bid Amount (Excluding VAT)				<b>29300,-</b>
VAT:				
<b>Total Bid Amount (Including VAT)</b>				

\* Please include other organizational costs (travel, accommodation) in the relevant existing cost breakdown row.

\*\* Stage 1 and Consultation shall be provided by one Team Member.

\*\*\* Stages 2 – 3 need to be provided by two Team Members at the same time.

1. We confirm that we shall provide the Service according to the conditions of the Technical Specifications.
2. We confirm that the offered price includes all fees (including transport and accommodation), and the bidder is aware that no additional fees may be charged for work performed under the terms of reference for the bid.
3. We confirm that the bid remains valid for at least the period specified in the small procurement document.
4. We confirm that the bidder is aware that the contracting authority will not make any advance payments.
5. We confirm that the bidder is aware of the requirement to specify in the bid which information constitutes trade secrets, along with justification.

## 2. Bidder's Team Members

The Service shall be conducted by 2 Team Members (except the Stage 1 (p 3.1 in the Technical Specifications) and the Consultation (p 3.4 in the Technical Specifications) which could be performed by one Team Member) who should have:

- At least higher level of education (**diploma**).
- At least two prior experiences delivering the ScC training (**indicated in table**).
- A minimum of 5 years of experience working with families of juvenile delinquents (**experience as described in the table below**).

<b>Bidder's Project Members'</b>	<b>Project Members' Education</b>	<b>At least two prior experiences delivering the ScC training (time,</b>	<b>A minimum of 5 years of experience working with families</b>
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First and Last Name		short description of the subject and target group)	of juvenile delinquents in prison or probation (number of years and short description of tasks).
1 M. Brouwer	Msc	<p><u>Time</u>: February 2019 – October 2022  <u>Organisation</u>: Stichting Breder, youth care for children and youngsters.  <u>Target Group</u>: 3 teams of each 15 groupleaders, their teamleader and psychologist.</p> <p><u>Time</u>: September 2022 - July 2024  <u>Organisation</u>: KVJJ Rotterdam (a small scaled facility for juvenile delinquents).  <u>Target Group</u>: 12 groupleaders and their teamleader and psychologist.  Some extra days for the groupleaders with extra coaching tasks.</p> <p>More teams are trained in ScC by Marjolein, multiple teams of groupworkers in Teylingereind.</p>	15 years working in the youth prison as therapist and trainer ScC and 5 years of working in child social service prior to that.
2 J. Ko	Post bachelor	<p><u>Time</u>: February 2024  <u>Organisation</u>: JJI Hartelborgt, a juvenile detention facility.  <u>Target Group</u>: 2 teams of each 8 groupleaders.</p> <p><u>Time</u>: November 2016 – January 2019  <u>Organisation</u>: JJI Teylingereind  <u>Target Group</u>: 3 teams of each 13 groupleaders, their teamleader and psychologist.</p> <p>More teams are trained in ScC by Jacqueline, multiple teams of groupworkers. She also has a lot of training experiences in other team trainings (Youturn, Equip, etc).</p>	25 years of working in the youth prison in different teams and roles.
3 A. Hengeveld	Msc	<p><u>Time</u>: February 2024  <u>Organisation</u>: JJI Hartelborgt, a juvenile detention facility.  <u>Target Group</u>: 2 teams of each 8 groupleaders.</p> <p><u>Time</u>: October 2023 – February 2025  <u>Organisation</u>: JJI Teylingereind</p>	5 years of working in the youth prison and 7,5 years of family support work prior to that in the UK.

		<p><u>Target Group</u>: a group of groupleaders, guards, interns and staff members that varied from 8 – 20 people at different times.</p> <p>More teams are trained by Anniek in the UK in other different teamtrainings (ScC, Triple P, etc).</p>	
<b>4 H. Verdam</b>	Post bachelor	<p><u>Time</u>: November 2016 – January 2019  <u>Organisation</u>: JJI Teylingereind  <u>Target Group</u>: 5 teams of each 13 groupleaders, their teamleader and psychologist.</p> <p><u>Time</u>: October 2023 – February 2025  <u>Organisation</u>: JJI Teylingereind  <u>Target Group</u>: a group of groupleaders, guards, interns and staff members that varied from 8 – 20 people at different times.</p> <p>More teams are trained by Henno in JJI Hartelborgt, other juvenile and youth care facilities. He is also very experiences in other trainings, like Equip and MDFT.</p>	27 years working in the youth prison and 12 years of working in youth care.
<b>5 C. Mos</b>	Msc	<p><u>Time</u>: June 2023 – December 2023  <u>Organisation</u>: KVJJ Den Haag (small scaled facility for juvenile delinquents)  <u>Target group</u>: the 11 team members (group leaders), the psychologist and team manager.</p> <p><u>Time</u>: September 2018 – June 2019  <u>Organisation</u>: Horizon, department Midgaarde: a youth care + organisation  <u>Target group</u>: 10 teammembers (team groupleaders), and the treatment coordinator / psychologist. Also train-the trainers for 2 family workers/social workers.</p> <p>More teams are trained in ScC by Cees Mos; 6 teams in Teylingereind, 6 teams at Woodbrookers.</p>	27 years working in a youth prison, working both with adolescents, with their families, also with teams as coordinator, as trainer, and as therapist.

The Contracting Authority shall ask Bidders Project Team Members CV's prior to the signing of the agreement.

We prefer to do Stage 1 by 2 trainers. Especially also this stage you start to let the training be interactive and parts of the day already splitting the group in subgroups, like prison staff and probation staff. But if you compare the price with other Bidders, who submit one trainer for Stage 1 then the price will not be 29.300, but  $27 \times 125,-$  (1 trainer) + 1100,- (hotel and travel costs) less, so 4475 less, which means **24.825** euro's in total. If we are allowed to do the introduction webinar for 2 hours and 1 person, it means another 125, less, so then the price is **24.700,-**

A short note about all above mentioned project's members: all members are working for 5 or more years in Teylingereind, all of the above members are also certified MDFT-therapists and all have experience in training the FcC and later ScC-module to teams in the prison (closed juvenile justice institutions) and also even youth care plus institutes (closed institutions for juveniles with behavior problems).

The module FcC (later mentioned ScC) was developed in 2014 as a leading project of Academic Workplace Forensic Care for Youth (AWFZJ), now called Academic Workplace Youth at Risk (AWR). The module was piloted in 2 JJI's, one was FC Teylingereind and Kees Mos was there project leader. I. Simons did the research and achieved her PDhD by that research. Because the module was a success all MDFT-therapist in Teylingereind were trained and became trainers of FcC/ScC, to be able to train all teams in Teylingereind, but also to other JJI's. After the project period (4 years) AWFZJ was searching for an organization to give the entrustment of the module for keeping the possibility to train other organizations (of course the rights of the module stay with the AWR). Because at that moment Kees Mos was head trainer MDFT at SJI it was decided to give the entrustment to SJI, although al SJI only Kees Mos was able to train it (other trainers didn't train it and had no forensic experience). This means, in practice, when it was needed, SJI hired the trainers of Teylingereind as freelancers to train other organizations. Now Kees is with retirement SJI stopped offering the module and so it is back with Teylingereind. Besides the mentioned possible trainers in the team, there are five other trainers in this exact module, if wanted we can provide this names.



## **TERMS OF AND CONDITIONS OF CONTRACTS FOR SERVICES (Ministry of Justice and Digital Affairs)**

### **1. General clauses**

- 1.1. A Contract shall consist of these terms and conditions (hereinafter the "Terms and Conditions"), special terms (hereinafter the "Special Terms") and appendices thereto.
- 1.2. The purpose of the Contract is to regulate the legal relationships between the Client and the Mandatary, resulting from the Contract.
- 1.3. The Parties shall be independent in their activities and no Party shall be responsible for performance of any obligations undertaken by the other Party towards any third parties.
- 1.4. The rights and obligations of the Parties shall be based on the legislation in force in the Republic of Estonia and on the Contract together with its accompanying documents.
- 1.5. The Parties hereby declare and confirm that by signing the Contract they have not violated any provisions of any laws, statutes or other legislation applicable to them nor any obligations undertaken by them with any contracts or agreements entered into earlier.
- 1.6. The Parties hereby declare and confirm the following:
  - 1.6.1. They have the passive and active legal capacity (in case of a Party being a natural person) prescribed in the law for signing the Contract and for performing the obligations and exercising the rights resulting from the Contract;
  - 1.6.2. The persons having signed the Contract and its appendices on their behalf have all the required authorisations for signing the Contract according to all statutes, legislation and other relevant documents.
- 1.7. The signing of the Contract shall invalidate all earlier agreements and contracts between the Parties to the extent that these are in conflict with the Contract.

### **2. Object of the Contract**

The Services to be performed by the Mandatary shall be stated in the Contract and its accompanying documents. The Mandatary shall also be subject to the obligation of performing such Services and actions, incl. auxiliary actions, which are not stated in the Contract but which by their nature are included in the Services related to the Contract. The aforementioned Services and actions shall not be subject to additional remuneration, unless agreed otherwise between the Parties, and the Mandatary shall perform such Services and actions within the time limits and for the remuneration stated in the Contract.

### **3. Mandatary's obligations**

The Mandatary shall have the following obligations:

- 3.1. To perform the Services at own expense and responsibility and with due diligence and on a professional level, in conformity with the Contract, the legislation, the standards and good practices applied in its profession or field of activities, and to deliver the Services in agreed time and under agreed conditions, handing them over to the Client or to the persons stated by the Client. If the Services being the object of a Contract signed with the Mandatary being a natural person entail the creation of Services, then the Mandatary shall be assumed to create the Services personally, except if the Parties agree otherwise. In that case, any involving of third parties in the performing of the Services (the creating of Services) shall be subject to the Client's prior consent granted in a form allowing for reproduction in writing, and shall be subject to the condition that the contracts to be signed with the involved third parties are not in conflict with the terms of the Contract;
- 3.2. To provide the Client with information about the performing of the Services, according to the information format requested by the Client, and to take into account the Client's suggestions and to cooperate with the persons stated by the Client;
- 3.3. To inform the Client in a form allowing for reproduction in writing about all circumstances hindering the Mandatary from proper performance of its obligations, including, but not only those affecting the quality or cost of the Services or having other unfavourable effect on the performance of the Contract, whereas such informing of the Client shall take place immediately and no later than within 2 (two) business days after the discovering of such circumstances. The respecting of this obligation to inform the Client in such cases shall not automatically grant the Mandatary the right to exceed the overall price of the Services or the time limits for performing the Services, to disregard the quality requirements for the Services as stated in the Contract, etc. without the Client's relevant consent given in the same form as the Contract;
- 3.4. To pay on own account all copyright fees and any other charges related to the performance of the Contract, payable to third parties;

- 3.5. To hand over to the Client the completed Services and the rights and documentation related to the Services. The Mandatary also undertakes to hand over to the Client the information about the rights of third parties regarding the Services (name; function upon performing the Services, scope of rights, etc.);
- 3.6. To inform the Client in a form allowing for reproduction in writing about any of its interests which may give rise to a conflict of interests, including in relation with (court) disputes with the Ministry of Justice and Digital Affairs and the agencies in its area of government, consultations provided by the Mandatary to third parties, etc. and any other similar situation. In case of a violation of this obligation, the Client shall have the right to demand that the Mandatary pay a contract penalty in the amount of 1,500 (one thousand five hundred) euros per each violation. The Client shall also have the right to unilaterally terminate the Contract in such a case;
- 3.7. To perform other obligations entailed in the performing of the Services and prescribed in the Contract and the relevant legislation.

#### **4. Mandatary's rights**

The Mandatary shall have the following rights:

- 4.1. To demand that the Client respect the terms of the Contract;
- 4.2. To receive remuneration from the Client for performing the Services, according to the terms and procedure stated in the Contract;
- 4.3. To make suggestions to the Client regarding performance of the Services, by presenting own justifications for the suggestions in a form allowing for reproduction in writing, which the Client shall review and shall inform the Mandatary about its decision about accepting or rejecting the suggestion;
- 4.4. To demand the elimination of any unlawful hindrances to performing the Services if those hindrances depend on the Client;
- 4.5. To request the conducting of meetings related to the performing of the, if it is unavoidable for a normal performing of the Services, for respecting the time limits and/or for ensuring the quality. The Client shall be informed about a meeting at least 2 (two) business days in advance, in a form allowing for reproduction in writing;
- 4.6. To exercise other rights prescribed in the Contract and in the relevant legislation.

#### **5. Client's obligations**

The Client shall have the following obligations:

- 5.1. To pay remuneration to the Mandatary for performing the Services, according to the terms and procedure stated in the Contract;
- 5.2. To satisfy the necessary prerequisites for the Mandatary to perform the Services, according to the provisions of the Special Terms;
- 5.3. To refrain from causing unjustified hindrances to the Mandatary from performing the Services;
- 5.4. To receive from the Mandatary the contractual Services if those have been completed properly;
- 5.5. To participate in regular meetings related to the Services;
- 5.6. To perform other obligations prescribed in the Contract and the relevant legislation.

#### **6. Client's rights**

The Client shall have the following rights:

- 6.1. To demand that the Mandatary respect the budget and the terms of the Contract;
- 6.2. To refuse in justified cases the approval for suggestions presented by the Mandatary;
- 6.3. To summon a meeting of the Parties, informing the Mandatary about it 2 (two) business days in advance if possible, utilising a form of notice allowing for reproduction in writing;
- 6.4. To exercise other rights prescribed in the Contract and in the relevant legislation.

#### **7. Contract Price**

- 7.1. The Contract Price shall include all expenses of the Mandatary under the Contract, and the charges for the copyrights stated in the Contract (copyright waivers and personal licensing of use), also all other expenses for performing of the Services.
- 7.2. The Client shall remunerate the Mandatary for the properly performed Services according to the provisions of the Special Terms, either after the Parties have signed the handover-receiving act of the Services and the invoice based on that has been received and approved or after the receiving of the invoice issued after the completion of the Services, or in case of the Mandatary being a natural person, after the Parties have signed the handover-receiving act of the Services. The payment deadline of the invoice must be at least 10 (ten) business days after the date of receiving it. If the Contract Price is paid to a Mandatary being a natural person, after the Parties

have signed the handover-receiving act of the Services, then the payment of the Contract Price shall depend on the date of signing the handover-receiving act. If the handover-receiving act is signed before the 15<sup>th</sup> (fifteenth) day of a month, then the Contract Price shall be paid no later than by the end of that month. If the handover-receiving act is signed after the 15<sup>th</sup> (fifteenth) day of a month, then the Contract Price shall be paid no later than by the last day of the subsequent month.

- 7.3. If, upon performing of the Contract, it turns out that the wishes of the Client require the Services to be supplemented or amended in a manner that differs from the initial agreement stated in the Contract and entailing a change of the volume of the Services, then the relevant change of the Contract Price shall be agreed between the Parties in the same form as the Contract.
- 7.4. If the Services do not conform to the requirements stated in the Contract, then the Client may demand a unilateral discount of the Contract Price, informing the Mandatary about it in a form allowing for reproduction in writing. A discount of the Contract Price may also be documented in the handover-receiving act of the Services.

## 8. **Quality of the Services. Handover and receiving**

- 8.1. The quality of the Services must conform to at least the requirements stated in the Contract and the requirements usually posed to such Services. All documents etc. accompanying the Services must also conform to such requirements.
- 8.2. The handover and receiving of the Services shall take place according to the provisions of the Special Terms, either with the Parties signing handover-receiving act(s) or with the Client approving an invoice. The Client shall have the right to refuse to accept Services not conforming to the prescribed requirements, stating the specific reasons for such refusal.
- 8.3. The Mandatary shall have the right to prove the falseness of the presented justifications for refusing to accept the Services, by ordering an expert assessment from an independent expert acceptable for both Parties. If the expert assessment proves that the refusal to accept the Services was unjustified, then the Client shall compensate to the Mandatary the expenses of the expert assessment; in opposite case the Mandatary shall bear those expenses.

## 9. **Liability of the Parties. Force Majeure**

### 9.1. Liability of the Mandatary:

- 9.1.1. The Mandatary shall be liable for any and all violations of the Contract, primarily if the Services do not conform to the requirements agreed in the Contract and its appendices. The Services shall be considered non-conformant in the following and not only the following cases: if the Mandatary does not present the required documentation upon handover-receiving of the Services; if the Mandatary does not hand over the Services in due time; if the Mandatary does not perform the Services according to the prescribed requirements; if the Mandatary fails to provide the Client with information about the performance of the Contract; etc.
- 9.1.2. If the Mandatary violates an obligation resulting from the Contract and the violation cannot be amended, then the Client shall have the right to demand that the Mandatary pay a contract penalty of 5% (five percent) of the Contract Price per each violation. In case of a significant violation of the Contract, the Client shall have the right to unilaterally terminate the Contract in addition to demanding the contract penalty.
- 9.1.3. If the Mandatary violates an obligation resulting from the Contract and the violation cannot be amended, then the Client shall have the right to issue a request to the Mandatary for elimination of violations (hereinafter the "Prescript"), granting the Mandatary a reasonable time limit for eliminating the violation (depending on the nature of the Services, the circumstances of the violation, etc, but generally not more than 5 (five) business days). If the Mandatary does not satisfy a Prescript within the time limit specified for it, then the Mandatary shall pay to the Client a delay penalty in the amount of 0.5% (nought point five percent) of the Contract Price for each delayed day, except in cases stated in clause 9.1.4 where the penalty rate stated in that clause shall be applied. The Mandatary's delay in eliminating a violation shall also grant the Client the right to unilaterally terminate the Contract, regardless of issuing a Prescript. If the violation is a significant one, then the Client shall not be required to grant the Mandatary an additional time limit for eliminating the violation and may unilaterally terminate the Contract upon a significant violation.
- 9.1.4. If the Mandatary delays the completion or handover of the Services in excess of the deadlines agreed in the Contract, then the Client shall have the right to demand that the Mandatary pay a delay penalty in the amount of 1% (one percent) of the price of the Services not performed or not handed over, per each delayed day.

- 9.1.5. The Mandatary shall be obliged to compensate all expenses and damages that the Client incurs in relation with shortcomings in the Services performed by the Mandatary.
- 9.1.6. Any violation of the obligations resulting from clause 12 shall be considered a significant violation of the Contract whereupon the Client shall have the right to unilaterally terminate the Contract and/or demand a contract penalty in the amount of 5% (five percent) of the Contract Price for each violation. In case of terminating the Contract on the basis of this clause, the Client shall remunerate the performed Services to the Mandatary only if the Client is interested in the partial performance of the Services.
- 9.1.7. A unilateral termination of the Contract shall not take away the Client's right to demand that the Mandatary pay a penalty and compensate the damages. If a single violation is subject to penalties according to several provisions of the Contract, then the Client shall have the right to decide under which provision to demand the penalty.
- 9.1.8. Upon remunerating the Services, the Client shall have the right to reduce the Contract Price by the amount of payable penalties. The penalties stated in the Contract are intended for enforcing the performance of the agreed obligations and the demanding of any penalty shall not affect the Client's right to demand that the Mandatary also perform the relevant obligation and compensate the damages.
- 9.2. The Client's liability:
- 9.2.1. If the Client delays the performance of the monetary obligations stated in the Contract, then the Mandatary shall have the right to demand that the Client pay a delay penalty in the amount of 0.05% (nought point nought five percent) of the due sum per each delayed day, but not more than 5% (five percent) of the Contract Price.
- 9.3. A non-performance or mis-performance of the obligations resulting from the Contract shall not be deemed a violation of the Contract if it was caused by Force Majeure. Force Majeure shall be considered to be the circumstances stated in subsection 103 (2) of the Law of Obligations Act. The Party whose performance of its contractual obligations is hindered due to Force Majeure circumstances shall be obliged to inform the other Party about it immediately, using a form allowing for reproduction in writing. In case of Force Majeure circumstances, the end date of the Contract shall be postponed by the period of occurrence of such circumstances. Upon the Force Majeure circumstances disappearing, the Party shall continue the performance of the Contract. If Force Majeure circumstances hinder a Party from performing its contractual obligations for more than 60 (sixty) calendar days in a row, then either Party may terminate the Contract.
- 10. Delivery of notices; authorised representatives**
- 10.1. As a rule, notices shall be delivered via telephone, e-mail, fax or postage. If the delivery of a notice has significant legal consequences, then the notice must be delivered in a written form, including, but not only notices of terminating the Contract, claims of a Party against the other Party due to violation of the Contract, etc. Digitally signed form shall be considered equivalent to a written form.
- 10.2. All notices related to the Contract shall be delivered to the contact addresses stated in the Contract. A Party shall immediately inform the other Party about any changes of its contact data. If a Party has changed its contact data during the validity of the Contract and has not informed the other Party about it in a form allowing for reproduction in writing, then a notice shall be considered to be received if it has been sent to the latest contact data that the Party has stated.
- 10.3. A written notice shall be considered to be received if it has been delivered against signature or if it has been sent by registered mail to the address that the recipient Party has stated and 5 (five) calendar days have passed from posting the notice. In case of sending by fax, the notice shall be considered to be received at the time stated in the heading of the fax. In case of sending via e-mail, incl. digitally signed documents, the notice shall be considered to be received at the time stated in the delivery message or at the sending time stated in the e-mail letter.
- 10.4. The authorised representatives of the Parties are stated in the Special Terms to the Contract. The Client's authorised representative shall have the right to represent the Client in all matters related to performing the Contract, except amending the Contract (incl. increasing the extent of the Contract, significant changes of the Contract's object or time limits, etc.), unilateral termination of the Contract, and issuing of a demand for a contract penalty, delay penalty or a damage compensation.
- 11. Title. Copyrights. Preservation of materials and information**
- 11.1. The results of the Services created by the Mandatary under the Contract or acquired by the Mandatary from third parties and received and paid for by the Client under the Contract (hereinafter the "Materials") and all transferable intellectual property rights related thereto, incl. all proprietary rights of authors (hereinafter the "Rights") shall transfer in full to the Client upon



reception of the Materials for the price stated in the Contract (Contract Price). Regarding such intellectual property rights to the Materials which cannot be transferred by their nature, incl. personal rights of authors, the Mandatary shall grant the Client an irrevocable exclusive license which shall be valid from the moment of handover of the Materials and during the entire period of validity of copyrights. After the reception of the Materials, the Client shall have the right to decide at own discretion the circumstances related to use of the Materials, incl. the manner of publishing of the Materials, the start time and terms of using the Materials, to make any changes, supplements and corrections to the Materials, their titles or markings of author's name, to add the Services of other persons to the Materials, to dispute any distortions of the Materials, their titles or markings of author's name and any damaging assessments given to them, and to request the ceasing of use of the Materials (exclusive license with the right of sub-licensing), among other rights. The Mandatary shall be obliged to ensure that it has all the rights necessary for the waiver of proprietary rights and the licensing of the personal rights as described above.

- 11.2. The manner and territory of using the Materials shall not be limited, i.e. they can be used in any manner (incl. Internet environments) and in the entire world.
- 11.3. The Mandatary shall not have the right to use the Rights or the Materials or any parts of the Materials with independent meaning, unless having the Client's prior written consent.
- 11.4. The information collected by the Mandatary under the Contract and any processed results of that information shall be considered the Client's property and the Mandatary shall be obliged to hand all such information in its possession over to the Client immediately and at own expense upon the Contract ending if the Client so requests. The Client shall also have the title to the data media used for reproducing the Materials.
- 11.5. All drafts, plans, drawings, specifications and other documents in any form and with any content, created by the Mandatary or ended up in the Mandatary's possession or control upon performing the Services under the Contract, shall be considered the Client's property. Upon the Contract ending, the Mandatary shall be obliged to return to the Client immediately and at own expense all documents, other information media and technical means referenced above which are in the Mandatary's possession, unless the Parties have agreed otherwise.
- 11.6. If the Client does not request after the ending or terminating of the Contract that the Mandatary hand over the documentation stated in clauses 11.4 and 11.5 of the Contract, then the Mandatary shall be obliged to preserve that documentation at own expense for 3 (three) years after the end of the Contract. The Mandatary shall be obliged to forward the aforementioned documentation at own expense to the Client within 30 (thirty) days after receiving the relevant notice. After the term of preservation the Mandatary shall have the right to fully or partially destroy such documents and the Client's right of claiming them shall end. In any case the Mandatary shall be obliged to hand over to the Client without a relevant request all documents and information necessary for using the Rights under the Contract.
- 11.7. If a third party hinders the Client from using the intellectual property rights resulting for the Client from the Contract or if a third party violates those rights, then the Client shall immediately inform the Mandatary about it and the Mandatary shall immediately employ all necessary measures to allow the use of the rights resulting from the Contract and to end the violation of the Client's rights. Upon the Mandatary employing such measures, the Client shall cooperate with the Mandatary to the necessary extent.
- 11.8. If a claim is filed against the Client due to a violation of copyrights committed upon performing the Services, then the Mandatary shall bear liability for the damages caused to the Client.

## 12. Confidentiality

- 12.1. The Mandatary shall be obliged to keep the confidentiality of all data that have become known to it in relation with performing the Contract, and shall continue keeping that confidentiality during the validity of the Contract and after the end of the Contract for an indefinite period. Particularly, but not only, the Mandatary shall be obliged to keep the confidentiality of the data contained in the Contract, in the documents handed over for the purpose of performing the Contract and in other documents the content of which the Mandatary has been able to review in relation with performing the Contract, and additionally all data which the Client can be expected to be justifiably interested in keeping confidential.
- 12.2. Confidential information may be disclosed to any third parties only with the Client's prior consent granted in a form allowing for reproduction in writing. The confidentiality requirement stated in the Contract shall not extend to disclosure of information to auditors, advocates and banks of the relevant Party and in cases where the Party is required by the legislation to disclose the information. The Mandatary is in knowledge that the Contract is public in the extent prescribed in the Public Information Act.

- 12.3. The Mandatary shall be obliged to employ organisational, physical and information technology measures of security in order to protect the confidential data from incidental or wilful unauthorised changing, incidental destruction, wilful destruction, disclosure, etc.
- 12.4. The Mandatary shall be obliged to refrain from using the confidential information in any manner for the purpose of personal gain or in the interest of any third parties.
- 12.5. The Mandatary shall be obliged to ensure that the Mandatary's representative(s), employees, contract partners and other persons used by the Mandatary in the course of performing its obligations are aware of the confidentiality obligation stated in the Contract, and to request that such persons respect that obligation unconditionally and indefinitely.
- 12.6. The Mandatary shall not engage in public relations regarding the Contract and shall not issue any press releases regarding it to traditional or electronic media, to the public or other audiences, except if having the Client's prior consent granted in a form allowing for reproduction in writing. Any notices to be published must have their text coordinated with the Client beforehand.

### 13. **Final clauses**

- 13.1. The Contract shall enter into force at the moment of being signed by the Parties and shall remain valid until the realisation of all rights and performing of all obligations resulting from the Contract. The terms of the Contract may be changed only with a written or digitally signed agreement between the Parties.
- 13.2. Each Party may unilaterally terminate the Contract and use any other means of legal protection, etc. in cases and according to the procedure stated in the legislation, in addition to the cases stated in the Contract.
- 13.3. The end of the Contract shall not affect the performance of obligations which by their nature remain valid after the end of the Contract (e.g. the confidentiality obligation, agreements regarding the intellectual property rights of the Materials, etc.).
- 13.4. The Parties have agreed that they have the right to transfer the rights and obligations resulting from and related to the Contract to any third parties, but only with the other Party's prior consent granted in a form allowing for reproduction in writing. Transferring of rights and obligations to third parties within the meaning of this provision shall not be construed to have the same meaning as the Client transferring the rights and obligations resulting from and related to the Contract to another state agency or state company.
- 13.5. The Estonian law shall be applied to the Contract. If a provision of the Contract turns out to be in conflict with the legislation in force in Estonia, then it shall not affect the validity of the rest of its provisions. If such a provision is of imperative importance and it is impossible to agree differently from it, then the provisions in conflict with the legislation shall be made to conform to the legislation as soon as possible.
- 13.6. Any and all disputes related to the Contract, which the Parties cannot solve by mutual negotiations, shall be resolved by the Harju County Court.
- 13.7. If, upon extending a Contract with a definite validity period, the Terms and Conditions have changed when compared to the previous period and the Client has informed the Mandatary about the relevant changes of the Terms and Conditions, then the new Terms and Conditions shall be considered to be in force from the moment of extending the validity period of the Contract.
- 13.8. The Terms and Conditions comprise 6 (six) pages.

## Invitation to Tender in Simple Procurement: Procurement of System Centered Care for Family Relations of Young Prisoners (ScC) Approach for the Estonian Prison Service

This document invites you to submit a proposal for a small-scale procurement.

<b>INVITATION TO TENDER</b>	
<b>1. General Information</b>	
<b>1.1 Contracting Authority</b>	Ministry of Justice and Digital Affairs Address: Suur-Ameerika 1, 10122 Tallinn, Republic of Estonia
<b>1.2 Contact Person</b>	Peter Gornischeff, +3725248261, peter.gornischeff@justdigi.ee
<b>1.3 Brief Description and Purpose of the Procurement</b>	Small-Scale Procurement: Procurement of System Centered Care (ScC) Approach for the Estonian Prison Service
<b>1.4 Expected Cost Excluding VAT<sup>1</sup></b>	29 500,00 EUR
<b>1.5 Source of Funding of the Procurement</b>	European Social Fund+ project „Reducing Recidivism Among Young Offenders“ (2021-2027.4.07.23-0009)
<b>1.6 Service CPV Code</b>	80511000-9 Training for Staff Development, 80521000-2 Training Program 80511000-9
<b>1.7 Personal Data Processing</b>	Processing of personal data must follow the requirements set in the Data Protection Act and General Data Protection Regulation (EU 2016/679)
<b>2. Technical Description and Main Conditions</b>	
<b>2.1 Description of the Procurement Object</b>	The objective of the Tender is to find a Partner to provide the Estonian Prison Service the necessary foundations for implementing ScC within the Estonian Prison Service, focusing on the resocialization of youth through a family/system-centered approach. Training and guidance are intended for prison service staff working with incarcerated or probationary youth up to 21 years of age, and older when applicable. The service shall include a system analysis, training, ongoing support during implementation, coaching, follow-up training, and training of ScC trainers within the institution to guarantee its continuity.
<b>2.2 Deadline and/or Schedule</b>	The contract period is 16 months from the contract date.
<b>2.3 Place of Performance and organizational costs</b>	<ul style="list-style-type: none"> <li>The place of performance is Republic of Estonia. The exact schedule and location shall be agreed upon separately.</li> <li>The Bidder shall cover its travel and accommodation costs.</li> </ul>

<sup>1</sup> The estimated cost is the total amount (excluding VAT) expected to be paid by the contracting authority for the execution of the procurement contract, taking into account, among other things, the probable future obligations arising from the contract and potential contract renewal. For contracts concluded with individuals, the estimated cost must also include employer taxes and contributions.

	<ul style="list-style-type: none"> <li>The training premises including necessary catering service and English-Estonian-English translation shall be provided by the Procurer.</li> </ul>
<b>2.4 Contract Conditions</b>	The Ministry of Justice and Digital Affairs service contract general conditions and specific contract conditions are provided in the annex (appendix) of the simple procurement document.
<b>2.5 Equivalency</b>	Any references to standards, technical accreditations, technical control systems, etc., as criteria for conformity to the technical specifications in the procurement documents, are to be regarded as supplemented by the notation "or equivalent." Any reference made by the contracting authority to a source, process, trademark, patent, type, origin, or production method should also be read as supplemented by the notation "or equivalent."
<b>3. Additional Information</b>	
<b>3.1 Requirements for the Bidder and Proposal</b>	<p>The service shall be conducted by 2 Team Members (except the consultation mentioned in paragraph 3.6 which could be performed by one Team Member) who should have:</p> <ul style="list-style-type: none"> <li>At least higher level of education.</li> <li>At least two prior experiences delivering the ScC training.</li> <li>A minimum of 5 years of experience working with families of juvenile delinquents in closed institutions and probation.</li> </ul>
<b>4. Submission and Processing of the Proposal PAKKUMUSE ESITAMINE ja MENETLEMINE</b>	
<b>4.1 Clarifications</b>	Interested parties have the right to request clarifications on the small procurement documents by sending inquiries to <b>peter.gornischeff@justdigi.ee</b> . The contracting authority will respond to inquiries within three business days, sharing both the questions and responses with all individuals invited to submit a proposal.
<b>4.2 Proposal Format and Submission</b>	<p><b>The proposal should include a proposal form with confirmations</b> (attached to the invitation to submit a proposal).</p> <p>The Bidder is responsible for all costs related to the preparation and submission of the proposal, as well as the risk of timely submission.</p> <p>The submitted proposal must be valid for at least 60 days from the deadline for proposal submission.</p> <p>The proposal must be submitted electronically to the email address <b>peter.gornischeff@justdigi.ee</b> by <b>17.03.2025 at 09:00 according to time zone in Estonia (GMT+2)</b></p>

	<p>Please inform us if you decide not to submit a proposal.</p> <p>The proposal will remain confidential until the signing of the procurement contract.</p> <p>The Bidder should indicate which information in the proposal is considered a trade secret and justify the designation of information as confidential. The Bidder may not designate the price or individual component prices as a trade secret. The contracting authority will not disclose the contents of proposals in the confidential sections covered by trade secrets and will not be responsible for the disclosure of trade secrets in areas not marked as confidential by the Bidder.</p>
<p><b>4.3 Verification of Proposal Compliance</b></p>	<p>The contracting authority will open all preliminary proposals submitted by the deadline and verify their compliance with the requirements specified in the small-scale procurement document.</p> <p>If the Bidder or proposal does not meet the conditions stated in the small-scale procurement document, the contracting authority will reject the proposal</p>
<p><b>4.4 Negotiations with the Bidder</b></p>	<p>The contracting authority may negotiate with all tenderers whose proposals meet the requirements, discussing the content, schedule, and cost of the proposal. Requirements and evaluation criteria specified for the Bidder and proposal in the small-scale procurement document will not be subject to negotiation.</p> <p>During negotiations, the contracting authority will ensure equal treatment of all Bidders and will not disclose any information obtained in negotiations that may give one Bidder an advantage over others. The contracting authority will not disclose confidential information provided by the Bidder to other participants without the Bidder's consent.</p> <p>Negotiations can be held either electronically or in meetings as agreed upon by the contracting authority and the Bidders. Oral negotiations will be recorded.</p> <p>Upon conclusion of negotiations, the contracting authority may invite Bidders to submit final, revised proposals.</p>
<p><b>4.5 Evaluation of Proposals</b></p>	<p>The price shall constitute 80% (80 value points) and the quality 20% (20 value points) of the evaluation criteria. The Bidder who's 2 trainers have at least 10 years of experience working with families of juvenile delinquents in the forensic field shall get 100% of the quality evaluation criteria.</p> <p>Maximum points shall be obtained with the cheapest total cost. Points for subsequent Bidders will be calculated using the</p>

	<p>formula: Bidder's score = total value of the lowest bid / total value of the specific bid x 80.</p> <p>Quality value points (Max 20):</p> <ul style="list-style-type: none"> <li>- Both trainers with at least 10 years' experience working with families of juvenile delinquents in the forensic field shall get 20 points.</li> <li>- 1 trainer with at least 10 years' experience working with families of juvenile delinquents in the forensic field shall get 10 points.</li> </ul>
<p><b>4.6 Notification of the Contracting Authority's Decisions and Contract Signing</b></p>	<p>The contracting authority will notify all Bidders of the signing of the procurement contract within three business days after the contract is signed.</p> <p>The contracting authority will sign a contract with the Bidder whose proposal is deemed successful.</p>