



**ombudsman  
do leanaí  
for children**

**Invitation to Tender**

**Evaluation of Two-Year Pilot Youth Advisory Panel**

**17<sup>th</sup> August 2022**

ITT publication date: **Tuesday, 17<sup>th</sup> August 2022**

Closing date for submission of tenders: **Tuesday, 6<sup>th</sup> September at 12.00 noon**

## 1. Introduction

### 1.1. Ombudsman for Children's Office

The Ombudsman for Children's Office (OCO) is an independent statutory body, which was established in 2004 under primary legislation, the Ombudsman for Children Act 2002. The Ombudsman for Children has two overall statutory functions:

- to deal with complaints made by or for children and young people about the administrative actions of public bodies that have, or may have, adversely affected a child;
- to promote the rights and welfare of children and young people under 18 years of age living in Ireland.

The Ombudsman for Children is independent and directly accountable to the Oireachtas in relation to the exercise of these statutory functions.

The OCO is commissioning the current research in accordance with section 7(3) of the 2002 Act, which provides that the Ombudsman for Children may undertake, promote or publish research into any matter relating to children's rights and welfare.

Further information about the OCO and our work is available at [www.oco.ie](http://www.oco.ie).

### 1.2. Context for the Research

#### ***The right to express a view and have this considered***

Article 12(1) of the UNCRC provides children, who have the capacity of forming a view, with the right to express that view in relation to matters that affect them. Further, Article 12(2) states that children's views must be given due consideration and weight in accordance with the age and maturity of the child.

Section 6 (2) of the Ombudsman for Children Act 2002 (as amended) provides that

*The Ombudsman for Children shall, in the performance of his or her functions under sections 8 and 9, have regard to the best interests of the child concerned and shall, in so far as practicable, give due consideration, having regard to the age and understanding of the child, to his or her wishes.*

Section 7 of the Ombudsman for Children Act, 2002, provides that the Ombudsman can, and shall, perform a range of functions related to identifying, analysing and advising on matters related to the rights and welfare of children, including those matters that are of concern to children themselves.

Section 7 (2)(a) and 7(2)(b) state that

*The Ombudsman for Children shall establish structures to consult regularly with groups of children that he or she considers to be representative of children for the purposes of his or her functions under this section.*

*In consultations under this subsection, the views of a child shall be given due weight in accordance with the age and understanding of the child.*

### ***The OCO Youth Advisory Panel***

The OCO originally established a Youth Advisory Panel in 2004 and two panels served between 2004 and 2009. The process of establishing these panels and their work is documented in *The Story of the Ombudsman for Children's Youth Advisory Panel* available at <https://www.oco.ie/library/story-ombudsman-childrens-youth-advisory-panel/>. In 2020, the OCO decided to re-establish a YAP on a two-year pilot basis. This decision was influenced not only by our statutory remit but also by an increased diversity in our work, increased human resources and the anticipated benefits to both children and the Office.

The new OCO YAP was recruited through a number of organisations that work with children. The Office took specific measures to include children from diverse backgrounds to ensure inclusivity. Members are aged between 13 and 17 years, and we sought an initial two years commitment from the members. There are currently 15 active YAP members.

Throughout 2020, the YAP met via Zoom due to public health restrictions. In 2021, they have met on Zoom and in person in the OCO Office. The YAP has undertaken and contributed to a number of pieces of work, including work on issues identified by the YAP as well as core pieces of work being undertaken by the OCO. These include period poverty, the promotion of OCO initiatives, strategic planning and the submission of a report and associated assets to the UN Committee on the Rights of the Child.

### **1.3. Requirements of the Research**

In order to inform a decision by the OCO on the continuation or otherwise of a YAP, we are seeking to commission an independent evaluation of the YAP 2020-2022. We anticipate that this evaluation will review and assess the operation of the YAP and its engagement and contribution to meeting the statutory remit of the OCO and its contribution and cost to the Office, as well as its impact on and value to the YAP members. The following will be essential components of this evaluation:

- Review of relevant documentation including the recruitment materials and terms of reference for the YAP
- Review of the working methods used with the YAP
- Individual and/or group interviews with the following:
  - Past and current YAP members
  - Members of the OCO Participation and Rights Education Team, which lead on this work
  - Members of the OCO Management Team, including the Ombudsman for Children
  - Members of the OCO YAP Guidance Group that is comprised of staff from across the OCO
- Consideration of the benefits, impact and costs (financial and other) associated with the YAP from the above perspectives
- Recommendations in relation to the continuation or otherwise of the YAP and the working methods used

### **1.4. Further information and query handling**

All requests for clarification must be submitted to [ocotenders@oco.ie](mailto:ocotenders@oco.ie) and be clearly marked “**RTN Research Queries**”. These must be received by close of business on **Thursday, 25<sup>th</sup> August, 2022**. A

written response to all requests for clarification received on or before this date will be sent to all tenderers, without identifying the source of the query. The OCO may, in our absolute discretion, respond to requests for clarification received after the deadline for clarification.

### **1.5. Ownership and publication of research report(s) and other outputs**

Ownership of the research report(s) and other outputs produced under this contract rests with the OCO as the commissioning body.

Prospective tenderers should also note that decision-making on whether or not to publish any report(s) and other output(s) produced under this contract will rest with the OCO.

### **1.6. Timescale**

As indicated at 1.4 above, all requests for clarification in relation to this invitation to tender must be received by close of business on **Thursday, 25<sup>th</sup> August 2022**.

The deadline for receipt of tenders is **Tuesday, 6<sup>th</sup> September 2022 at 12 noon**. All tenders must be returned by email to [ocotenders@oco.ie](mailto:ocotenders@oco.ie).

It is anticipated that the work will begin in the week beginning **19<sup>th</sup> September 2022** and be completed on or before **Friday, 11<sup>th</sup> November, 2022**. Please note that, due to other commitments, the YAP members will not be available for engagement until the week beginning **Monday, 10<sup>th</sup> October 2022**.

## **2. Required Format for Submissions**

### **2.1. General information**

Responses to this invitation to tender must include the following general information:

- agency/institution name (if applicable) and the name, address, email address and telephone number of the person responsible for the tender;
- name of person(s) who will be responsible for carrying out the research;
- name and contact details for any third party involved in the tender.

### **2.2. Research proposal**

Tenderers must provide a proposal for the research detailing the following:

- demonstrated experience of similar evaluation work;
- proposed approach to the work;
- a statement of availability in the period required and capacity to complete the project in accordance with the timeline outlined above;

- the number of days required to complete the research;
- the total cost of the research, exclusive of VAT;
- confirmation that the tenderer understands that, if successful, they will be required to sign a confidentiality agreement with the OCO.

## **2.4. Costs**

Given our expectation that the successful tenderer will have existing knowledge and expertise in the relevant areas as set out above, it is anticipated that the number of days required to carry out this research and deliver the final report will not exceed 10 days.

The maximum budget available for this work is €5,000, exclusive of VAT.

The total cost of undertaking this work should be provided. All costs must be quoted in Euro, exclusive of VAT (any VAT applicable should be indicated separately).

Travel and subsistence costs, if applicable, should be **excluded** from the quoted fee for this work. Such costs will be agreed in advance with the OCO, will be subject to Public Service conditions and paid on a vouched basis.

The Ombudsman for Children's Office will not be responsible for any errors in the calculation of costs provided in response to this invitation to tender. It is the responsibility of the tenderer to ensure that the costs quoted are correct and calculated properly.

The OCO will not be liable for any costs incurred by tenderers in the preparation of tenders or any associated work effort. It is the responsibility of the tenderer to ensure that they are fully aware and understand the requirements as laid down in the request for tender document. Tenderers will be responsible for any costs incurred by them in the event of their being required to attend clarification or other meetings.

Payment of costs will be on foot of submission of appropriate invoices. Invoicing arrangements will be agreed with the successful tenderer following the award of the contract. If applicable, all fees will be subject to Professional Services Withholding Tax currently at a rate of 20%.

## **3. Selection / award criteria**

Evaluation of tenders will be based on the following award criteria:

- previous relevant experience and expertise of the tenderer;
- understanding of the brief and proposed approach to the research;
- evidence of ability to manage and deliver similar research in a timely manner; and
- cost effectiveness.

## **4. General Conditions**

Tenders should be prepared in English and are subject to the following:

4.1 This Request for Tender (RFT) shall form part of the contract documents. This RFT and all submissions/tenders shall be governed and constructed in accordance with the laws of Ireland and the work carried out pursuant to the RFT shall be deemed to be carried out in Ireland.

4.2 The Ombudsman for Children's Office will use its best efforts to hold confidential any information provided by tenderers subject to their obligations under law, including the Freedom of Information (FOI) Act 2014. Tenderers should indicate when tendering, what parts of their tenders are commercially sensitive and which they consider should be kept confidential should an FOI request be received. The Ombudsman for Children's Office will consult with tenderers about any such sensitive information before making a decision on any FOI request received. Similarly, the Ombudsman for Children's Office requires that all information provided pursuant to this invitation to tender will be treated in strict confidence by tenderers. The successful tenderer may be required to enter into a confidentiality agreement in respect of any confidential information provided to it.

4.3 Tenderers should be aware that national legislation applies in other matters such as Official Secrets, Data Protection and Health and Safety.

4.4 Tenderers must have regard to statutory terms relating to minimum pay and to legally binding industrial or sectoral agreements in preparing tenders.

4.5 Information supplied by tenderers will be treated as contractually binding. However, the Ombudsman for Children's Office reserves the right to seek clarification or verification of any such information. Failure to provide a satisfactory response may lead to that tenderer's exclusion from the process. The Ombudsman for Children's Office reserves the right to check all information for accuracy. Statements which are subsequently found to be incorrect or incapable of fulfilment may be found by the Ombudsman for Children's Office as a reason to exclude that tenderer from the process. The appropriate course of action to be taken in any event shall be decided by the Ombudsman for Children's Office in its absolute discretion.

4.6 Any conflicts of interest involving a tenderer must be fully disclosed to the Ombudsman for Children's Office particularly where there is a conflict of interest in relation to any recommendations or proposals put forward by the tenderer.

4.7 Before a contract is awarded the successful tenderer (and agent, where appropriate) will be required to promptly produce a Tax Clearance Certificate, or in the case of a non-resident tenderer, a statement from the Revenue Commissioners confirming suitability on tax grounds.

4.8 Tenderers should note that the Ombudsman for Children's Office will require sight of Tax Clearance Certificates for any subcontractor where payments exceed €10,000 per annum. Where a Tax Clearance Certificate expires within the course of the contract, the Ombudsman for Children's Office reserves the right to seek a renewed certificate. All payments under the contract will be conditional on the contractor(s) being in possession of a valid certificate at all times.

4.9 In the event of a group of respondents jointly submitting an acceptable offer, the contract will be awarded by the Ombudsman for Children's Office to one contractor who acts as the agreed prime contractor. The prime contractor is responsible for the delivery of all services provided for under the terms of the contract and shall assume all the duties, responsibilities and costs associated with the position of prime contractor.

4.10 The successful tenderer shall be responsible for the delivery of all services provided for within the contract on the basis of the costs quoted. Prices quoted in the tender cannot be increased during the duration of the contract. Similarly, terms and conditions cannot be altered.

4.11 The Ombudsman for Children's Office retains the right to terminate the contract and to withhold payment where a contractor has failed to meet his/her contractual obligations in relation to the delivery of the required services.

4.12 The Ombudsman for Children's Office will not be liable in respect of any cost or expenses incurred by tenderers in the preparation of tenders or any associated work effort, including preparing and presenting their proposals.