

Invitation to tender for the provision of Independent Customer Service Complaints Reviewer Services

August 2021



Contents

Introduction	2
SPSO vision and values	2
Service being procured: Independent Customer Service Complaints Reviewer (ICSCR)	3
Confidentiality	6
Tender Submissions	6
Making a tender	7
Assessment of tenders	7
Contract Terms and Conditions	8
Timetable	9
Administration of tender	10
Annex 1: Section 19 of the Scottish Public Services Ombudsman Act 2002 (as amended).....	11



Introduction

The SPSO's Role and Function

1. The Scottish Public Services Ombudsman (SPSO) has a wide remit, covering a variety of functions and services.
2. Her powers and duties come from the Scottish Public Services Ombudsman Act 2002 which gives her three distinct areas of statutory functions:
 - 2.1. the final stage for complaints about most devolved public services in Scotland including councils, the health service, prisons, water and sewerage providers, Scottish Government, universities and colleges (PSC Complaints)
 - 2.2. specific powers and responsibilities to publish complaints handling procedures, and monitor support best practice in complaints handling (MCHP)
 - 2.3. Independent Review Service for the Scottish Welfare Fund with the power to overturn and substitute decisions made by councils on Community Care and Crisis Grant applications (SWF)
 - 2.4. the Independent National Whistleblowing Officer for the NHS in Scotland (INWO)
3. Details of the Ombudsman's team are available at: [Senior management | SPSO](#)
4. The Ombudsman's most recent Annual Report is available at: [Annual Reports | SPSO](#)

SPSO vision and values

5. At the SPSO, we are driven by our values and vision. In particular, we are people-centred and improvement focused.

Vision

6. We contribute actively and positively to high performing Scottish public services. Recognised for our innovative world- leading approach, we put people and learning at the heart of all we do.

Values

7. We are committed to living our values to deliver our functions efficiently, effectively and economically. While our remit is wide, and expanding, we aspire to deliver our business coherently and consistently across all functions. We strive to continue to give great service to all who come to us; whether to make a complaint about a public body, seek our advice and support, ask for a review of a Scottish Welfare Fund decision or complain about how the NHS has handled a whistleblowing concern.



Strategic themes

8. We live our values through four strategic themes that drive our activity and annual business plans. Our [Strategic Plan 2020-2024](#) defines our strategic themes and objectives as Accessibility, Access to justice, Capacity and Standards.

Service being procured: Independent Customer Service Complaints Reviewer (ICSCR)

Specification

9. The Ombudsman is inviting tenders for the provision of Independent Customer Service Complaints Reviewer (ICSCR) service with the responsibility of independently reviewing customer service complaints about the SPSO. The successful contract from this invitation to tender will:
 - 9.1. commence on Friday 1 October 2021
 - 9.2. be provided by a single supplier
 - 9.3. meet the Living Wage standard



10. The Ombudsman is inviting tenders for an initial period of twelve months, with the option to renew annually for a further 2 years.
11. The SPSO is subject to Data protection legislation, and Access to Information (ATI) legislation, with associated duties to protect personal data. Bidders must be aware of, and take account of, the confidentiality requirements of section 19 of the SPSO Act. A copy of section 19 is attached at Annex 1.

Background and Scope

12. The SPSO take any complaints about our service very seriously and aim to address any areas where we have not met the standards we expect of ourselves. We also strive for the highest standards of complaints handling. In line with the standards we set for public bodies under our jurisdiction, we respond to customer service complaints through a two-stage internal process with final investigation of stage 2 complaints by a manager or by a member of our Leadership Team. If a complainant remains unhappy about our response to their service complaint, they have the right to approach the ICSCR to review their complaint.
13. The ICSCR is a non-statutory role established voluntarily by the SPSO in 1 October 2007 to provide assurance that we have robust arrangements for handling customer service complaints in line with our policy and procedures, and that complainants have the opportunity for review by someone outside of the organisation. It is also designed to help us learn lessons from complaints and to help us improve service provision. The annual reports for the ICSCR are published on our website here: [Service standards performance | SPSO](#)
14. The ICSCR will be responsible for investigating and responding to complaints about the service provided by the SPSO in the carrying out of its statutory functions against its published service standards. [Our customer service standards | SPSO](#)
15. The ICSCR role is limited to complaints about the service the SPSO provides, including failure to meet SPSO's service standards. Matters related to the SPSO's decisions on public service complaints, INWO complaints or SWF decisions, or the basis for those decisions (including evidence gathered to make that decision) are not issues within the ICSCR remit. There are separate review and reconsideration processes for disagreements with the SPSO decisions.
16. The ICSCR will usually only handle complaints where the SPSO itself has attempted resolution and responded to the complainant through its internal customer service complaints procedure. Where a customer approaches the ICSCR with a complaint that hasn't been handled through the SPSO's internal arrangements, they must be directed to the SPSO for handling, unless SPSO agrees that there are factors involved which make it unreasonable to do so.
17. On occasions, the Ombudsman may direct a complainant directly to the ICSCR in the first instance; for example if there is an internal conflict of interest. Such cases will be discussed and escalation agreed with the ICSCR.
18. The ICSCR will consider both the complaint about the service provided, and the manner in which the complaint has been handled and whether SPSO has handled the complaint



in line with its complaints handling procedure. Information on the SPSO’s complaints handling can be found on the SPSO website at [Our customer service standards | SPSO](#)

19. The ICSCR’s assessment of, and decisions about, complaints about the SPSO are undertaken independently of the SPSO. The ICSCR will be contractually accountable to the Ombudsman for the service provided without compromising that independence.

Key Responsibilities

20. The ICSCR will be responsible for investigating and responding to complaints about the service provided by the SPSO.
21. The ICSCR will aim to acknowledge complaints within three days of receipt and reply in full within 40 working days of receipt of the complaint. Where this is not possible, the ICSCR will explain this to the complainant and set a clear timescale for further progress with the case.
22. For the purpose of the ICSCR’s work, they will have access to all relevant files. The review of complaints may involve analysing internal and external correspondence and interviewing complainants and relevant staff where this is appropriate.
23. The ICSCR may opt to issue a draft report prior to issuing a final report to both parties for comment on for example, factual accuracy.
24. The ICSCR will be required to issue a final report to the complainant and the Ombudsman. Where appropriate the ICSCR will make recommendations relating to SPSO service provision, including, for example, improvements to processes and procedures. Any recommendations on investigations will be set out in the same standardised manner as used by the Ombudsman. This is currently as set out below. Any changes to the SPSO’s standardised approach will be communicated to the ICSCR.

Rec. number	Finding	Outcome needed	Evidence needed
			<ul style="list-style-type: none"> • E.g. copy of apology By: XXX

25. Each year (in April) the ICSCR will be required to produce a formal report about their work on complaints in the previous year (April to March), which will be published on our website. The first report will be required on **1 May 2022**, reporting on the period from the point of award of contract to the end of March 2022. Where possible, this should include themes, trends, and patterns identified from SPSO’s handling of service complaints.
26. The ICSCR may be asked by the Ombudsman to undertake further work in relation their findings. The Ombudsman would determine the scope of this.
27. The ICSCR will need to be able to demonstrate that they can comply with Data Protection legislation, and ATI legislation as well as SPSO policies on information security. This will apply to all the paper and electronic data, and information, received and created as part of the contract with the SPSO, regardless of where they work or store it.



Confidentiality

28. Bidders must be aware of, and take account of, the confidentiality requirements of section 19 of the SPSO Act. A copy of section 19 is attached at Annex 1.
29. All records, working papers, reports and other information held by the ICSCR in fulfilling this contract will remain the property of the SPSO. At the end of the contract, all applicable paperwork must reside with the SPSO.
30. The ICSCR must undertake not to publish or communicate the results or content of any of their work to anyone other than the SPSO and the complainant. This undertaking continues beyond the life of the contract.
31. In addition, Data protection legislation, and ATI legislation apply to all the paper and electronic data, and information, the ICSCR receives and creates as part of the contract with the SPSO. The ICSCR must comply with the contract, the SPSO Records Management and Security Guidance and any other specific reasonable instructions or directions from SPSO to ensure that the SPSO meets its duties under Data Protection legislation, Access to Information legislation (ATI, for example, FOISA, EIRs) and the Scottish Public Services Act 2002 confidentiality provisions. The guidance is located in the [SPSO Information Governance handbook](#), which may be amended from time to time.
32. Sharing of information will be through secure means. The exchange of sensitive electronic data will be via the SPSO's Objective Connect system, for which training will be provided.
33. Any breach of confidentiality of contract or restricted information will constitute a material breach and enable the Ombudsman to terminate the contract.

Tender Submissions

34. Your tender submission must include:
 - 34.1. Your CV highlighting relevant skills, experience and training in relation to handling complaints, and advising on and driving continuous improvement in customer focussed service delivery.
 - 34.2. Details of experience relating to similar work, including evidence of a history of effective complaint resolution carried out for two clients (with contact details), who would be willing to provide the Ombudsman with a reference.
 - 34.3. A de-personalised sample report reviewing the service delivery aspects of a mock case, based on those which you have produced for previous clients or an employer. This is so that we can get an insight in to the likely format of the reports that you will produce for us.
 - 34.4. Details of what quality assurance procedures you have or would put in place to ensure that you deliver a consistent, high quality service.
 - 34.5. Describe the systems and processes you have in place to ensure that information you process on behalf of the SPSO is kept secure, confidential and is



protected from loss or unauthorised access and exploitation taking into account data protection and ATI legislation as well as current guidance in the SPSO information governance handbook.

- 34.6. Resource arrangements: our expectation is that we will be dealing with one dedicated ICSCR throughout the duration of the contract. Resource should not be substituted without prior written consent from the SPSO. Please confirm that you are able to satisfy this requirement.
- 34.7. Pricing: All pricing should be submitted in GBP. A day rate or half-day rate should be provided (based on a seven-hour working day). VAT (if applicable) should be listed separately. It is anticipated that the work will be conducted at the ICSCR's own premises or at our offices in Edinburgh. Expenses, including overheads, will not be applicable for this work. Rates should be fixed for the duration of the contract. Please advise if you are self-employed, an employee, or a director of a company.
- 34.8. Confirmation of Professional Indemnity Insurance and Public Liability Insurance cover you / your company has in place.
- 34.9. Evidence of Living Wage Employer status, where additional staff are employed.
- 34.10. The identification of any conflict of interest in providing services to the SPSO.
- 34.11. Requirement in terms of payment e.g. monthly invoice/payment periods.
- 34.12. The standard terms of the contract regarding termination.

Making a tender

- 35. A full response to this tender must be addressed by email to Fiona Paterson, Corporate Services Manager, fiona.paterson@sps.gov.scot
- 36. Please note that the closing time and date for tender responses is 17:00 hrs on **Friday 13 August 2021**. Any response received after that time will not be considered further.
- 37. Your submission must be clearly marked "RESPONSE to ICSCR Consultancy Services Tender" in order to ensure the contents are not opened before the deadline.
- 38. Any questions or requests for clarification may be emailed to fiona.paterson@sps.gov.scot **no later than Friday 20 August 2021**. Your email must be clearly titled "ENQUIRY about Independent Customer Service Complaints Reviewer tender".

Assessment of tenders

- 39. The assessment of tenders will be undertaken by an evaluation panel, which will include representatives from SPSO Leadership Team. The panel will consider all tenders and will



make a decision based on how closely tenders meet the requirements set out in this invitation. If a tender does not conform to the tender requirements, it will not be considered further.

40. Each item in the tender submission will be given a score as follows:

Score	Description
5- Excellent	Meets exactly the specified standard
4- Good	Meets the standard well but not completely
3- Fair	Mostly meets the standard but fails in parts
2- Doubtful	Mostly fails the standard but meets in some
1- Poor	Significantly fails to meet standard
0- Reject	Completely fails to meet standard

41. The scores will then be multiplied to give them the weighted percentage score out of 100% as follows:

1	CV highlighting relevant skills and values	30%
2	Experience of similar work including 2 references	20%
3	Sample report	20%
4	Quality assurance procedures	10%
5	Information security processes and procedures	10%
6	Resourcing arrangements	5%
7	Breakdown of costs with VAT	5%
8	Living Wage standards met	0%
9	Conflicts of Interest	0%
10	Professional indemnity / liability	0%
11	Payment requirements	0%
12	Terms of contract regarding termination	0%

42. Items 8 – 12; this information is required but will not form part of the weighted score.
43. The Ombudsman and/ or SPSO representatives may undertake, if deemed appropriate, communications with bidders to clarify/ verify their tender submissions. This may be in writing, by phone.

Contract Terms and Conditions

Tender conditions

44. Suppliers are invited to submit a tender, including all expenses, for providing the services as described in this document.



45. Potential suppliers must meet their own costs of responding to this tender and any costs they incur in responding to this tender.
46. Prices quoted must be held firm for at least 45 days from the closing date for tenders.
47. The supplier must be willing for the response to this invitation to tender to form part of the contractual relationship with the Scottish Public Services Ombudsman.

Confidentiality

48. The ICSCR will not issue any public statements or otherwise disclose any information concerning this Invitation to Tender (ITT), the process and its participation in the process without the prior written approval of the SPSO.

Legal Disclaimer

49. This ITT is an invitation to propose and does not in any manner create an offer or other obligation on the part of the SPSO to enter into any contract.
50. All expenses and costs incurred by the ICSCR in completing, submitting and delivering the bids, together with any costs incurred during the post tender stage, will be to the applicant's account. The SPSO are not bound to accept the lowest or any bid.

Use of Information

51. This ITT and any other information furnished hereunder shall be used solely for the purpose of responding to this ITT. Reproduction of any part of this ITT is authorised only to the extent necessary for the preparation of your response. All applicants including the new ICSCR shall ensure that all such copies are destroyed when no longer required in connection with this ITT. The above shall supersede any confidentiality agreements between the SPSO and the ICSCR.

Length of contract

52. The contract will be for a one year term, commencing **Friday 1 October 2021** with the option to extend by up to three years, dependant on funding availability.

Location

53. The ICSCR may work remotely, or if/when required, office space can be made available within the SPSO's office in Edinburgh.

Timetable

54. The timetable for this tender process is as follows:

Invitation to tender issued	Monday 19 July 2021
Deadline for submission of tenders	Friday 13 August 2021
Evaluate tenders	Tuesday 24 August 2021
Meetings/teleconference with short-listed bidders	6-10 September 2021



Appoint supplier	Friday 17 September 2021
Contract start date	Friday 1 October 2021

Administration of tender

Contracts and Procurement Policy

55. This ITT, tendering process and the eventual contract are being managed in accordance with the SPSO's Procurement Policy. This is available as Section 9 of our Finance Handbook, available online as a PDF here: [SPSO Policies | SPSO](#)
56. The policy is designed to ensure that all SPSO procurement activity is focussed on the delivery of value for money and conducted to high professional standards and to the relevant legal requirements. In particular, our Procurement Standards include Value for Money, Responsible Purchasing, Ethical Standards, Openness and transparency.
57. The SPSO is an accredited Living Wage employer and the successful bidder must also meet this standard.
58. Occasionally, contractors may provide information to the SPSO on the basis that it will remain confidential and will not be disclosed in the event that an information request is made for it. The SPSO will agree to accept information in confidence from contractors only in very limited circumstances. Even where we do agree to accept information in confidence, the information may still be disclosed if the disclosure would no longer constitute an actionable breach of confidence, for example, if the information were no longer confidential.



Annex 1: Section 19 of the Scottish Public Services Ombudsman Act 2002 (as amended)

19 Confidentiality of information

- (1) Information obtained by the Ombudsman or any of the Ombudsman's advisers in connection with any matter in respect of which a complaint or a request has been made must not be disclosed except for any of the purposes specified in subsection (2) or as permitted by subsection (3).
- (2) Those purposes are—
- (a) the purposes of—
 - (i) any consideration of the complaint or request (including any statement under section 11),
 - (ii) any investigation of the matter (including any report of such an investigation),
 - (b) the purposes of any proceedings for—
 - (i) an offence under the Official Secrets Acts 1911 to 1989 alleged to have been committed in respect of information obtained by the Ombudsman,
 - (ii) an offence of perjury alleged to have been committed in the course of any investigation of the matter,
 - (c) the purposes of an inquiry with a view to the taking of any of the proceedings mentioned in paragraph (b),
 - (d) the purposes of any proceedings under section 14,
 - (e) where subsection (2A) applies, the purposes of a welfare fund review.
- (2A) This subsection applies if –
- (a) the matter in respect of which the complaint or request has been made relates to an exercise of a function by a local authority on an application to receive assistance in pursuance of section 2 of the 2015 Act, and
 - (b) the welfare fund review relates to the decision made by the authority on that application.
- (2B) Information obtained by the Ombudsman or any of the Ombudsman's advisers in connection with a welfare fund review must not be disclosed except for any of the purposes specified in subsection (2C) or as permitted by subsection (3).
- (2C) Those purposes are –
- (a) the purposes of review,
 - (b) the purposes of any proceedings for –
 - (i) an offence under the Official Secrets Act 1911 to 1989 alleged to have been committed in respect of information obtained by the Ombudsman,



- (ii) an offence of perjury alleged to have been committed in the course of the review,
 - (c) the purposes of an inquiry with a view to the taking of any proceedings mentioned in paragraph (b),
 - (d) where subsection (2D) applies, the purposes of any consideration of a complaint or request in respect of a matter, or the investigation of the matter.
- (2D) This subsection applies if –
- (a) the matter in respect of which the complaint or request has been made relates to an exercise of a function by a local authority on an application to receive assistance in pursuance of section 2 of the 2015 Act, and
 - (b) the welfare fund review relates to the decision made by the authority on that application.
- (3) Where information referred to in subsection (1) or (2B) is to the effect that any person is likely to constitute a threat to the health or safety of individuals (in particular or in general)⁴, the Ombudsman may disclose the information to any person to whom the Ombudsman thinks it should be disclosed in the interests of the health or safety of the particular individuals or, as the case may be, individuals in general.
- (4) In relation to information disclosed under subsection (3), the Ombudsman must—
- (a) where the Ombudsman knows the identity of the person to whom the information relates, inform that person of the disclosure of the information and of the identity of the person to whom it has been disclosed, and
 - (b) inform the person from whom the information was obtained of the disclosure.
- (4A) The duty under subsection (4)(a) to inform a person about the identity of a person to whom information has been disclosed does not apply where informing the former person is likely to constitute a threat to the health or safety of the latter person.
- (5) It is not competent to call upon the Ombudsman or the Ombudsman's advisers to give evidence in any proceedings (other than proceedings referred to in subsection (2)) of matters coming to the knowledge of the Ombudsman or advisers in connection with any matter in respect of which a complaint or request has been made.
- (5A) It is not competent to call upon the Ombudsman or the Ombudsman's advisers to give evidence in any proceedings (other than proceedings referred to in subsection (2C)) of matters coming to the knowledge of the Ombudsman or advisers in connection with a welfare fund review.
- (6) A member of the Scottish Government may give notice in writing to the Ombudsman with respect to—
- (a) any document or information specified in the notice, or
 - (b) any class of document or information so specified,



that, in the opinion of the member of the Scottish Government, the disclosure of the document or information, or of documents or information of that class, would be contrary to the public interest.

- (7) Where such a notice is given nothing in this Act is to be construed as authorising or requiring the Ombudsman or any of the Ombudsman's advisers to communicate to any person or for any purpose any document or information specified in the notice, or any document or information of a class so specified.
- (8) Information obtained from—
 - (a) the Information Commissioner by virtue of section 76 of the Freedom of Information Act 2000 (c 36), or
 - (b) the Scottish Information Commissioner by virtue of section 63 of the Freedom of Information (Scotland) Act 2002 (asp 13),is to be treated for the purposes of subsection (1) as obtained in connection with any matter in respect of which a complaint or request has been made.
- (9) In relation to such information, subsection (2)(a) has effect as if—
 - (a) the reference in sub-paragraph (i) to the complaint or request were a reference to any complaint or request, and
 - (b) the reference in sub-paragraph (ii) to the matter were a reference to any matter.
- (10) In this section and section 20 references to the Ombudsman's advisers are to persons from whom the Ombudsman obtains advice under paragraph 10 of schedule 1.