



Scottish Government
Riaghaltas na h-Alba
gov.scot

**SCOTTISH GOVERNMENT FRAMEWORK
AGREEMENT FOR THE PROVISION OF
RECRUITMENT ADVERTISING and PUBLIC
INFORMATION NOTICES**

REFERENCE SP-19-025

CALL-OFF PROCEDURES

Version 2 – August 2021

Contents

Section	Description
1	<u>Introduction</u>
2	<u>Foreword and Acknowledgements</u>
3	<u>Scottish Procurement Point of Contact</u>
4	<u>Framework Overview</u>
5	<u>Framework Access</u>
6	<u>Framework Period</u>
7	<u>Procurement Reform (Scotland) Act 2014</u>
8	<u>Framework Documentation</u>
9	<u>Framework Service Provider</u>
10	<u>Ordering Procedures</u>

1. Introduction

- 1.1. This buyer's guide provides guidance to public sector organisations on accessing and utilising the Recruitment Advertising and Public Information Notices framework agreement.

2. Foreword and Acknowledgements

- 2.1. Located within the Scottish Procurement and Property Directorate (SPPD) of the Scottish Government, Scottish Procurement aims to deliver benefits to the people of Scotland through improved value for money for taxpayers and improved goods and services for all our citizens. We achieve this via effective collaboration with our customers throughout the procurement cycle and by developing strategies that contribute to the Scottish Government's purpose of sustainable economic growth.

3. Scottish Procurement point of contact

- 3.1. Framework management team:

Alastair Dougall
Scottish Government, Scottish Procurement, 5 Atlantic Quay, 150 Broomielaw, Glasgow, G2 8LU
Phone: 0141 242 5594
Email: alastair.dougall@gov.scot

Norman Matheson
Scottish Government, Scottish Procurement, 5 Atlantic Quay, 150 Broomielaw, Glasgow, G2 8LU
Phone: 0141 242 5594
Email: norman.matheson@gov.scot

4. Framework overview

- 4.1. This framework agreement is for the supply of Recruitment Advertising and Public Information Notices and the contractor will be required to provide the services listed below:

- 4.2. The creation and publication of recruitment adverts in newspapers, magazines and websites including but not limited to the following;

- Strategic planning (cognisant of creative implications)
- Market intelligence
- Trend forecasting
- Audience insight
- Response analysis
- Competitive analysis
- Campaign evaluation (role and contribution of media)
- Media evaluation

- 4.3. The publication of Public Information Notices. Services to be provided and performed by the contractor may include, but are not limited to the following PIN advertisements:

- Temporary Traffic Regulation Order – Omnibus Order
- Permanent Traffic Regulation Orders
- Roads Scotland Act Orders
- Compulsory Purchase Orders
- Environmental Impact Assessment Notices
- Environment Assessment Screening Determination Notices
- Public Meeting Notices
- Ad-hoc notices relating to road works, road projects, aviation, maritime and rail

Note: This framework does not cover Media Planning, Buying and Associated Services. There is a separate framework for this service.

5. Framework access

- 5.1. The framework agreement will be available for use by the Scottish Ministers (including agencies), Scottish Non-Departmental Public Bodies, offices in the Scottish administration which are not ministerial offices, cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998, the Scotland Office, the Scottish Parliamentary Corporate Body, councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994, bodies registered as social landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, Student Loans Company Limited, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, Scottish Futures Trust, Equality and Human Rights Commission, Business Stream Ltd, the Business Gateway National Unit at the Convention of Scottish Local Authorities, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005, any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing. In addition to the contracting authorities listed, the framework agreement will be available to charities entered on the Scottish Charity Register and voluntary organisations entered on the membership database of the Scottish Council for Voluntary Organisations.

Note: it is the responsibility of any framework public body organisation wishing to use the framework agreement to satisfy itself that it is eligible to do so. Entitlement guidance on this can be found in Annex A of [guidance on framework agreements](#). If there is any doubt, legal advice should be sought.

6. Framework period

- 6.1. The framework agreement commenced on 11 July 2020 and will run for a period of four years until 10 July 2024.

7. Procurement Reform (Scotland) Act 2014

- 7.1. Buyers are reminded of the obligations contained in the [Procurement Reform \(Scotland\) Act 2014](#) in relation to the award of contracts valued equal to or greater than £50,000 including those awarded as a result of a framework call-off/mini competition.
- 7.2. In particular, buyers should note that in accordance with [Section 23\(2\)](#) the award of contracts must be publicised on the Public Contracts Scotland website and in accordance with [Section 35](#) contracts must be registered in the contracting authority's "contracts register".
- 7.3. Your attention is also drawn to the requirement to provide feedback in accordance with [Section 32](#) and [Section 33](#)

8. Framework documentation

- 8.1. A copy of the framework terms and conditions, including schedules 1 (specification), schedule 2 (price), schedule 3 (ordering procedures), schedule 4 (management information – roles and responsibilities of contractors and framework public bodies), schedule 5 (standard terms of supply), schedule 6 (parent company guarantee), schedule 7 (contractor sensitive information), schedule 8 (exit management), schedule 9 (model contract regarding data protection), schedule 10 (approved sub-contractors) can be downloaded from our secure [Knowledge Hub](#) site.
- 8.2. Framework public bodies are reminded that schedule 2 (price) contains commercially sensitive information which must not be disclosed to any party out with your organisation without prior approval from Scottish Procurement.

9. Framework service provider

- 9.1. TMP (UK) Ltd, (trading as TMP Worldwide)
14-18 Hill Street
Edinburgh
EH2 3JZ

Contact: Sandra Innes
Phone: 0131 344 4346
Email: Sandra.Innes@tmpw.co.uk

Framework portal: <http://www.tmpscotland.co.uk/>

10. Ordering procedures

- 10.1. Call-off contracts will be awarded as a direct award to cover one or more orders as set out by the framework public body in the call-off contract. The framework public body shall give a notice sent by email to the contractor which states the service requirements and seeks a proposal for the requirements in accordance with the framework agreement, schedule 2, pricing and schedule 5 Standard Terms of Supply.
- 10.2. Subject to agreement, the framework public body shall award its service requirements by placing an order with the framework contractor in accordance with the following:
- states the service requirements
 - states the specification
 - states the charges payable for the service requirements in accordance with the tender submitted by the successful framework contractor
 - incorporates **reference** to schedule 5, Standard Terms of Supply.
- 10.3. The contractor shall be available to accept orders on every working day and provide the framework public body with a point of contact to deal with any queries during the same period.
- 10.4. The authority requires the contractor to provide order acknowledgement to the framework public body in all instances and where the framework public body subsequently cancels an order, the contractor should acknowledge receipt of such cancellation.