



Scottish Government
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**SCOTTISH GOVERNMENT FRAMEWORK
AGREEMENT FOR THE PROVISION OF MEDIA
PLANNING, BUYING AND ASSOCIATED
SERVICES - REFERENCE SP-18-007**

BUYER'S GUIDE

Version 5 – December 2021

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1. Introduction

- 1.1. This buyer's guide provides guidance to public sector organisations on accessing and utilising the Media Planning, Buying and Associated Services framework agreement.

2. Foreword and acknowledgements

- 2.1. Located within the Scottish Procurement and Commercial Directorate (SPCD) 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

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4. Framework overview

- 4.1. This framework agreement is for the supply of Media Planning, Buying and Associated Services and the contractors will be required to provide the services listed below:

- Television
- Radio
- Press
- Digital
- Online
- Cinema
- Out of home

- 4.2. This framework agreement is for the supply of Media Planning, Buying and Associated Services in Scotland, UK and overseas. The contractor will be required to provide the services for a full range of media including television, radio, press, digital, online, cinema and out of home. There are two Lots:

Lot 1 is for UK and overseas media advertising and is a multi-supplier arrangement with five contractors" in support of activities including, but not restricted to, consumer advertising, social advertising, public information (including access to services) and revenue generating promotion;

Lot 2 is for international media (advertising purchased and placed in-country) with a single contractor. The international framework will cover the provision of overseas media advertising, for adverts purchased and placed "in-country", in support of activities including, but not restricted to, consumer advertising, social advertising, public information (including access to services) and revenue generating promotion. As a minimum, the areas to be covered would be North America, Europe, Middle East, Australia, New Zealand and Asia and any such other territories as identified by the framework public body.

Note: This framework does not cover recruitment or public information notice advertising. There is a separate framework for this service.

5. Who can access the framework agreement?

- 5.1. This framework agreement has been let by Scottish Ministers on behalf of the following public bodies; 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, Scottish Fire & Rescue Service, the Scottish Police Authority, Scottish health boards or special health boards, bodies registered as social landlords under the Housing (Scotland) Act 2001, Student Loans Company Limited, the Forestry Commission, the Commissioner of Northern Lighthouse operating as the Northern Lighthouse Board, 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 1 September 2019 and will run for a period of four years until 31 August 2023.

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 providers

LOT 1 - in ranking order

1. **Republic of Media**

Floor 4, Nova House
3 Ponton House
Edinburgh
EH3 9QQ

Email: framework@republicofmedia.co.uk

2. **Carat, a trading division of Dentsu UK Limited**

10 Triton Street
Regent's Place
London
NW1 3BF

Email: Chris.Marsh@carat.com

3. **MediaCom Edinburgh**

6 Dock Place
Leith
Edinburgh
EH6 6LU

Email: Gordon.Eldrett@mediacom.com

4. **The Media Shop Scotland**

The Garment Factory
10 Montrose Street
Glasgow
G1 1RE

Email: caroline@themediashop-scot.co.uk

5. **Spiritmedia Scotland**

Waterview House
37 The Shore
Edinburgh
EH6 6QU

Email: Philip@spiritmediaworks.co.uk

Lot 2

Carat, a trading division of Dentsu UK Limited

10 Triton Street
Regent's Place
London
NW1 3BF

Email: Chris.Marsh@carat.com

10. LOT 1 – ORDERING PROCEDURES

- 10.1. Framework public bodies utilising the framework agreement must adhere to the following procedures when calling off.

A call-off contract can be for a 'single order' (campaign by campaign)" or a "duration contract" for a period of time to cover one or more orders. A call-off contract must be awarded prior to the expiry of the framework. The period of a "duration contract" cannot continue beyond the expiry date of the framework, however a "single order" or an order under a "duration contract" may run beyond the expiry.

- 10.2. Call-off options are as follows:

Option 1 - Where the value of a requirement is under £100k, a framework public body can make a direct award to the first ranked* contractor. Please note that a framework public body reserves the right to undertake a mini competition, if in their opinion, it would be beneficial to do so.

*Should the first ranked contractor decline to bid, the framework public body must approach the second ranked contractor, if they decline to bid, the third ranked contractor should be approached, and so on. Should none of the contractors be interested the framework public body will have to procure out with the framework.

Option 2 – Where the value of a requirement is above £100k a framework public body must undertake a mini competition inviting all contractors to tender for the work and make an award to one.

NB: Framework public bodies conducting a call-off for a "duration contract" must use the contract exclusively for the scope of their requirement, subject to the Standard Terms of Supply (schedule 5).

For the purposes of schedule 5, clause 3.2, where no budget or volumes have been stated, the provider should be the exclusive provider of the services detailed in the specification **and this should be stated in the call off contract**. An example of wording to be included in the call off contract is as follows: "For the purposes of this call-off contract the supplier is the exclusive provider of the services detailed in the specification."

11. DIRECT AWARD

- 11.1. The framework public body must complete a schedule 5, Standard Terms of Supply, incorporating the brief for the services required and forward to the first ranked contractor for consideration. The contractor should review and complete the document and submit a short proposal along with pricing to the framework public body.
- 11.2. The framework public body should set a time limit for the receipt of the direct award proposal which takes into account factors such as the complexity of the subject matter of the order and the time needed to submit a proposal.
- 11.3. Commercial submissions should be submitted to meet the following options:

Contracting for a duration contract: The tenderer is required to provide full detailed costings against indicative volumes/spend, using the price guarantees set under the framework, taking into account any rebates, discounts etc. The fee commission to be quoted must not exceed that specified in the pricing schedule, but can be lower.

Contracting for a single order (campaign by campaign basis): The tenderer is required to provide a price proposal for the media proposed to deliver the outputs of the brief, taking into

account any rebates, discounts etc. The fee commission to be quoted must not exceed that specified in the pricing schedule, but can be lower.

- 11.4. On the basis set out above, the framework public body can award its services requirements by awarding a contract to the successful framework contractor in accordance with the following:
- Standard Terms of Supply (schedule 5)
 - Services requirements
 - The charges payable for the services requirements in accordance with the proposal submitted by the successful framework contractor

12. MINI COMPETITION PROCEDURE

12.1. The framework public bodies shall:

- 12.1.1. invite tenders, from all contractors appointed to the framework, by conducting a mini competition for its service requirements in accordance with the conditions herein
- 12.1.2. consult in writing with all the framework contractors appointed to the framework and invite them, within a specified time limit, to submit a mini competition tender in writing for each order to be awarded.
- 12.1.3. set weightings for the award criteria in the mini competition invitation to tender against the criteria set out in section 13 below.
- 12.1.4. the tender proposals should allow a tenderer to demonstrate how the services will be delivered, with particular emphasis on quality, delivery timescales and customer satisfaction.
- 12.1.5. the evaluation criteria allows for flexibility regarding the composition of percentage weightings allocated against each of the criteria shown. The mini competition should be conducted on the basis of the criteria listed above and on the same, or if necessary, more precisely formulated terms. A framework public body should consider the introduction of additional terms, for example, sustainable benefits, full details must be provided in the invitation to tender document.
- 12.1.6. set a time limit for the receipt of the mini-competition tenders which takes into account factors such as the complexity of the subject matter of the order and the time needed to submit tenders.
- 12.1.7. keep each mini competition tender confidential until the expiry of the time limit for the receipt by it of mini competition tenders.
- 12.1.8. apply the award criteria and weightings to the framework contractors' compliant tenders submitted through the mini-competition as the basis of its decision to award an order for its services requirements.
- 12.1.9. the highest scoring compliant tenderer will be awarded the call-off contract. In the event of a tie the framework public body reserves the right to appoint the tenderer who obtains the highest quality score.
- 12.1.10. on the basis set out above, the framework public body can award its services requirements by awarding a contract to the successful framework contractor in accordance with the following:
- Standard Terms of Supply (schedule 5)
 - Services requirements
 - The charges payable for the services requirements in accordance with the tender submitted by the successful framework contractor.

12.2. Framework public bodies may wish to consider using the [Public Contracts Scotland Quick Quote System](#) to conduct mini competitions.

13. Bid evaluation and award criteria

- 13.1. **Technical criteria** (XX% weighting shall be set by framework public bodies at mini competition)
- 13.1.1. General understanding of the requirement along with details of how any risks for example political, reputational, operational and financial can impact on the provision of the service and what action you would propose to mitigate these risks. (XX%)
- 13.1.2. Demonstrable experience and expertise of the proposed personnel to meet the ordered services outputs (XX%);
- 13.1.3. Operational proposals with particular emphasis on quality and performance measurements, and customer satisfaction (XX%).
- 13.2. **Commercial criteria** (XX% weighting shall be set by framework public bodies at mini competition). Detailed below are the options to calculate price:
- 13.2.1. Contracting for a duration contract: Tenderers are required to provide full detailed costings against indicative volumes/spend, using the price guarantees set under the framework, taking into account any rebates, discounts etc. The fee commission to be quoted must not exceed that specified in the pricing schedule, but can be lower.
- (Please note that those framework public bodies who have used the Media Planning and Buying Framework previously and are looking to award a duration contract should contact Scottish Procurement for details of their historic volume/spend information. Those bodies who have not used the framework previously are required to input their own historic volume/spend information).
- 13.2.2. Contracting for a single order (campaign by campaign basis): Tenderers are required to provide full detailed costings to deliver the outputs of the brief. The price will be calculated using the price guarantees set under the framework, taking into account any rebates, discounts etc. The fee commission to be quoted must not exceed that specified in the pricing schedule, but can be lower.
- (Please note that no historic volume information is required to be input for single orders).

14. Awarding an order (call-off contract)

- 14.1. A call-off contract must be concluded by an award letter and the completion of schedule 5 from the framework agreement, letters must also be issued to all unsuccessful tenderers. Please note that framework public bodies do not have to follow the standstill rules when awarding a call-off contract under a framework agreement. However, where above-threshold level contract is awarded by mini competition, following the standstill rules on a voluntary basis (including summary reasons) can protect the contract from ineffectiveness, if challenged in court. Templates for letters can be found under the links below.

[Standstill letters](#)

[Contract Award letters](#) following mini competition

15. Framework levy

- 15.1. **For Lot 1 only**, please note that the prices charged by the suppliers for the media ordered, will be audited on a 6 monthly basis by the appointed media auditor. The auditor will produce a report to each framework public body detailing the value of media purchased and will highlight whether the prices charged by the suppliers are ahead or behind the price guarantees set under the framework. Media advice is also included as part of the audit services. The cost of the media auditor's service will be covered through a framework levy. The levy will be set at 1.0% of the value of a framework public body's media spend and may be varied by the framework contract manager.

16. LOT 2 ORDERING PROCEDURES

16.1. Framework public body obligations

16.2. 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 service requirements, in accordance with the framework agreement, schedule 2, pricing and schedule 5 Standard Terms of Supply.

16.2.1. 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

16.2.2. completes and incorporates a schedule 5, Standard Terms of Supply

16.2.3. states the service requirements

16.2.4. states the specification

16.2.5. states the charges payable for the service requirements in accordance with the tender submitted by the contractor

16.3. Framework contractor obligations

16.3.1. The contractor shall provide a tender proposal, including pricing, and send a response by email to the framework public body.

16.3.2. Subject to the framework public body notifying the contractor that their response has been accepted, the call-off contract, for example the order, shall be formed on the commencement date set out in the notice.

17. Awarding an order

17.1. A call-off contract must be concluded by an award letter and the completion of schedule 5 from the framework agreement.

17.2. The contractor acknowledges that each framework public body is independently responsible for the conduct of its award of call-off contracts or orders under the framework agreement and that the authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

17.2.1. the conduct of the framework public body in relation to the framework agreement

17.2.2. the performance or non-performance of any orders between the contractor and the framework public body entered into pursuant to the framework agreement.