

Scottish Procurement



Scottish Government
Riaghaltas na h-Alba
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Sourcing and Booking of Meeting Rooms and Conference Venues Service

Framework for the Scottish Public Sector

Reference SP-19-004

Buyer's Guide

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Contents

Section	Description
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- | | |
|----|--|
| 1 | <u>Buyer's Guide Introduction</u> |
| 2 | <u>Foreword and Acknowledgements</u> |
| 3 | <u>What is a Framework Agreement</u> |
| 4 | <u>Who can access the Framework Agreement</u> |
| 5 | <u>Framework Introduction</u> |
| 6 | <u>Calling-off from the Framework</u> |
| 7 | <u>Service Provision</u> |
| 8 | <u>Framework Contract Management</u> |
| 9 | <u>Key Performance Indicators</u> |
| 10 | <u>Pricing</u> |
| 11 | <u>Billback</u> |
| 12 | <u>Fixed Price Period</u> |
| 13 | <u>Fair Work Practices</u> |
| 14 | <u>Procurement Reform (Scotland) Act 2014</u> |
| 15 | <u>ExecSpace Contacts</u> |
| 16 | <u>Scottish Procurement Contacts</u> |
| 17 | <u>Knowledge Hub</u> |
| | <u>Annex 1: Example Template Call Off Order Form</u> |
| | <u>Annex 2: Key Performance Indicators (KPIs)</u> |

1. Buyer's guide introduction

This buyer's guide provides guidance to public sector organisations on accessing and utilising the Sourcing and Booking of Meeting Rooms and Conference Venues Service Framework.

2. Foreword and acknowledgements

Scottish Procurement aims to deliver benefits to the people of Scotland through improved value for money for taxpayers, improved goods and services for all our citizens and economic opportunities for Scotland. This is achieved through effective collaboration throughout the procurement cycle and by developing strategies that contribute to the Scottish Government's purpose of sustainable economic growth.

Scottish Procurement would like to acknowledge the ongoing work, support and contribution from sector representatives.

3. What is a framework agreement?

A framework agreement is a general term for agreements which can be with either single or multiple suppliers that set out the terms and conditions under which specific purchases (call-offs) can be made throughout the framework duration.

Scottish Procurement has entered into this framework agreement with a supplier to ensure organisations may obtain value for money in their purchasing whilst being assured that their procurement is compliant with EU procurement regulations.

In establishing this framework agreement, Scottish Procurement carried out a competition in accordance with EU procurement regulations.

Using a framework agreement saves time and money for organisations and ensures that the terms and conditions of their contract with the suppliers are robust and follow best practice.

4. Who can access the framework agreement?

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, Scottish Fire and Rescue Service, the Scottish Police Authority, Scottish health boards or special health boards, all NHS Scotland, The Integrated Joint Boards established further to the Public Bodies (Joint Working) Act 2014, 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. Guidance on this can be found in Annex A of [Scottish Government Guidance on Framework Agreements](#). If there is any doubt, legal advice should be sought.

5. Framework introduction

Scottish Procurement has awarded a single supplier framework for the provision of Sourcing and Booking of Meeting Rooms and Conference Venues Service (framework reference SP-19-004). This has replaced Lot 3 of the previous Travel Services Multi-Lot Framework. The new framework has been awarded to ExecSpace Limited and will commence on 1 September 2019 until 31 August 2023.

Any organisation that previously used the Travel Services One Stop Shop Framework to source this service must note that ExecSpace is now the sole option as the new travel services contract with CTM no longer includes the meetings and conference option.

Under the framework, ExecSpace can service your organisation's requirements by sourcing venues for any type of conference and/or meeting. The framework provides organisations with the following services:

- Conference and meeting venue bookings
- Overnight accommodation, where the accommodation is in the same venue as the conference or meeting which has been booked through the framework.

6. Calling off from the framework

Framework public bodies have the option to call-off from the framework on either a booking by booking basis or for a pre-defined period.

If the framework public body decides to use the framework on a booking by booking basis they must, prior to each transaction, give a notice sent by email or fax to ExecSpace which:

- states the service requirements

- seeks a quotation, or alternatively states the price payable for the service requirements in accordance with the framework agreement pricing schedule where applicable
- confirms that they are calling off from the framework in accordance with then framework agreement terms and conditions, and includes reference to schedule 5 - Standard Terms of Supply.

ExecSpace shall provide a response and a firm price (for example, not subject to change), and send a notice by email or fax to the framework public body. Subject to the framework public body notifying ExecSpace that their response has been accepted, the call-off contract shall be formed on the commencement date set out in the email notice and end once payment has been made.

If the framework public body wishes to enter a call-off contract for a pre-defined period of time a call-off order form must be completed. The order form should confirm that the framework public body is calling off from the framework in accordance with the framework agreement terms and conditions, and includes reference to schedule 5 - Standard Terms of Supply. The format of any such order will vary between framework public bodies. Framework public bodies may use their own order templates, however, an example template is provided at **Annex 1**.

Any framework public body wishing to reduce or cancel transaction fees by allowing ExecSpace to retain all or part of the commission must provide spend profile information to allow ExecSpace to accurately calculate and propose the revised transaction fees. This option will therefore only be available to framework public body(s) that commit to a call-off contract for a pre-defined period.

7. Service provision

ExecSpace will provide an offline booking service. The service provision is by way of telephone and/or email. Framework public bodies can utilise the booking service during office hours (Monday to Friday from 8:00 am – 6:00 pm).

ExecSpace's service provision is supplemented by access to their online portal, which provides a range of additional benefits.

8. Framework contract management

Strategic aspects of the framework are managed by Scottish Procurement, who are responsible for regular supplier review meetings covering areas such as pricing, key performance indicators (KPIs), innovation and escalated issues. Framework public bodies are required to manage the day-to-day operational aspects of their contract with the supplier.

Scottish Procurement is committed to managing, monitoring and developing supplier performance and understanding whether our contracts are delivering and meeting the needs of our customers, and customer feedback is an essential part of the process.

Day to day problems relating to aspects such as bookings and invoice payments should be managed by the organisation. However, there may be occasions where an issue should be escalated to Scottish Procurement to resolve.

In addition, Scottish Procurement will operate a framework and supplier review programme. Framework public bodies using the framework will be invited to participate and to complete a balanced scorecard. The balanced scorecards provide framework public bodies with an opportunity to inform Scottish Procurement how the supplier is performing.

The balanced scorecard assesses supplier performance against the Key Performance Indicators of the framework. Framework public bodies will be able to participate and support on-going supplier performance and continuous improvement through their involvement in quarterly UIG meetings.

9. Key performance indicators (KPIs)

Full KPIs can be found at schedule 1 of the entire agreement document and at **Annex 2** of this buyer's guide.

10. Pricing

The framework operates a transaction fee model. The principal of this model is that a transaction fee is charged by ExecSpace for every booking made. The transaction fee payable is a fixed amount and is dependent on the number of people attending your conference/meeting. The pricing schedule is available within the Knowledge Hub.

The commission (which is paid by the venue) generated from these bookings can then be:

- Returned to the FPB in the form of a rebate.
- Retained by the ExecSpace which in turn allows them to offer a lower transaction fee.

The level of commissions returned as rebates are a fixed percentage of commissionable spend. Details of the rate paid are given in the pricing schedule.

The process for returning any rebates for meeting and conference bookings shall be agreed between ExecSpace and each framework public body during implementation of their contracts. Rebates must be paid, at least, on an annual basis within three months of each anniversary of the framework commencement date.

Alternatively, framework public bodies may reduce or cancel transaction fees by allowing the contractor to retain all or part of the commission. If this option is chosen, framework public bodies must provide spend profile information to allow the contractor to accurately calculate and propose the revised transaction fees. This option will therefore only be available to framework public bodies that commit to a call-off contract for a pre-defined period.

11. Billback

Billback is a payment method where the cost of any bookings are initially paid by ExecSpace and then presented to the framework public body as a consolidated invoice. The frequency of the invoice (weekly, fortnightly or monthly) shall be agreed at call-off stage.

The advantage for framework public bodies is that billback streamlines the billing process by reducing the number of individual invoices generated.

12. Fixed price period

The transaction fees and rebates are firm for the duration of the framework.

13. Fair Work Practices

As part of the framework agreement, ExecSpace have committed to the following:

- All staff are paid in excess of the Scottish Living Wage.
- An accredited employer with both the Living Wage Foundation and Scottish Business Pledge.
- All staff work flexible hours to support family friendly working and wider work life balance.
- Take additional measures to have a positive impact on climate change such as the carbon offsetting of all business travel and seeking to reduce the adverse environmental effects of people travelling to and from their offices.

Customers may therefore wish to take this into consideration as part of their requirement where appropriate.

14. Procurement Reform (Scotland) Act 2014

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.

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".

Your attention is also drawn to the requirement to provide feedback in accordance with [Section 32](#) and [Section 33](#)

15. ExecSpace contacts

Main telephone number for bookings/enquiries	0131 297 4416 This line operates from 8.00 am – 6.00 pm, Monday to Friday
Email address for bookings and enquiries	Gov.Scot@execspace.co.uk
Account management contact details	Emma Little CEO and Founder Mobile: 07717 303587 Email: emma.little@execspace.co.uk
Website for login page of the online portal (login details required from ExecSpace)	http://sgt.myeventsportal.co.uk/

For new customers, please contact ExecSpace to discuss your requirements, arrange a visit and schedule your go-live date. Please contact:

Emma Little
Phone: 0131 297 4416
Email: emma.little@execspace.co.uk

16. Scottish procurement contacts

Darren Russell
Senior Portfolio Specialist
Phone: 07387 230257
Email: darren.russell@gov.scot

Martin Mooney
Portfolio Specialist
Phone: 07827 990261
Email: martin.mooney@gov.scot

17. Knowledge Hub

Information regarding pricing and terms and conditions can now be found on [Knowledge Hub](#).

If you are not registered to access this site and are eligible to use the framework please [complete the attached template](#) and send to the Scottish Procurement contact detailed above.

EXAMPLE TEMPLATE FOR INFORMATION ONLY**CALL OFF ORDER FORM****PART A – FOR COMPLETION BY FRAMEWORK PUBLIC BODY**

This order form is issued subject to the provisions of the framework agreement entered into between «**acting_through**» and Execspace Ltd on «**commencement_date**» ("framework agreement"). Execspace Ltd agrees to supply the services specified below on and subject to the terms of this contract and for the avoidance of doubt the contract consists of the terms set out in this order form and schedule 5 - Standard Terms Of Supply.

Framework public body	
Contract manager and address for notices	Name: Address: Phone: Email:
Invoice address (if different)	Name: Address: Phone: Email:
Order number	
Date	To be quoted on all correspondence relating to this order form

Contractor name	ExecSpace Ltd
Address	
Account manager	Name: Address: Phone: Email:
Order number	
	To be quoted on all correspondence relating to this order form

1. Term
Commencement date:
Insert the date on which the contract is to take effect
Expiry date:
Subject to earlier termination of the contract in accordance with clause 42, the contract shall expire on the date which is [] months after the commencement date
[Guidance: framework public body to determine duration]

2. Service requirements
Services and deliverables required
Services - []

Deliverables - []

Additional information for monthly reports (optional, if required) - []

[Guidance: Include a description of the services together with any deliverables. In the event that the services specification or requirements are particularly detailed or complex, consider setting out this information in a separate annex.]

3. Contractor's response

Contractor response to the specification (to be appended)

[]

[Guidance: insert details of the contractor's response.]

4. Performance of the services and deliverables

4.1 Implementation plan, milestones (including dates for completion)

[Guidance: Consider whether milestones should be inserted into the table below for the provision of services, together with associated deliverables and what the dates for achievement of those milestones should be.

(i) The implementation plan as at the commencement date is set out below:

Milestones	Deliverables (bulleted list showing all deliverables and associated tasks required for each milestone)	Duration (working days)	Milestone date	Framework public body's responsibilities (if applicable)

(ii) If so required by the framework public body, the contractor shall produce a further version of the implementation plan (based on the above plan) in such further detail as the framework public body may reasonably require. The contractor shall ensure that each version of the implementation plan is subject to approval. The contractor shall ensure that the implementation plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the services.

(iii) The framework public body shall have the right to require the contractor to include any reasonable changes or provisions in each version of the implementation plan.

(iv) The contractor shall perform its obligations so as to achieve each milestone by the milestone date.

(v) Changes to the milestones shall only be made with agreement of the framework public body.

6. Price and payment

6.1 Contract price payable by the framework public body (including applicable discount but excluding VAT), and method of payment (for example, billback)

[]

6.2 Invoicing and payment

The contractor shall issue invoices [monthly]/ [quarterly] in arrears. The framework public body shall pay the contractor within [thirty (30) days] of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, set out in paragraph 6.1 above and the provisions of the contract.

[Guidance: Delete the appropriate wording above to indicate whether the contractor is required to invoice monthly or quarterly. Also indicate the time period the framework public body requires to pay its invoices (for example, 30 days or insert a longer period if required).]

7. Confidential information

7.1 The following information shall be deemed commercially sensitive information or confidential information:

[]

[Guidance: Include details of any commercially sensitive information identified by the contractor and the duration it should be confidential for. This will assist the framework public body in respect of compliance with Freedom of Information (Scotland) Act.]

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the framework public body to provide the services. The parties hereby acknowledge and agree that they have read schedule 5 – Standard Terms of Supply and the order form and by signing below agree to be bound by the terms of this contract.

For and on behalf of the contractor:

Name	
Title	
Signature	
Date	

For and on behalf of the framework public body:

Name	
Title	
Signature	
Date	

Annex 2

Category	Performance Measure	Service Level	Below Target	Warning	On Target	
Account Management	1	Account Manager Service	The Account Manager works with the framework public body to understand their issues and resolve them quickly. 100% of issues resolved to agreed timescales and outcomes.	<95%	[95%-99.9%]	[100%]
	2	Account Manager Understanding	The Account Manager works with the framework public body to identify or introduce improvements to service delivery or procedures. 90% of Balanced Scorecard responses indicate Meeting or Exceeding expectations.	<80%	[80%-89.9%]	[90%-100%]
Service	3	Communication	(a) 90% of telephone calls to be answered within 30 seconds.	<80%	[80%-89.9%]	[90%-100%]
			(b) 90% of emails to be responded to within four working hours.	<80%	[80%-89.9%]	[90%-100%]
	4	Bookings	(a) 90% of bookings to be confirmed within four working hours.	<80%	[80%-89.9%]	[90%-100%]
			(b) 100% accuracy of booking confirmations.	<95%	[95%-99.9%]	[100%]
			(c) 95% of refunds processed within 10 working days.	<90%	[90%-94.9%]	[95%-100%]
5	Complaints / Issues / Disputes	(a) 100% compliance with a complaints level of less than 2% of the total number of bookings.	<95%	[95%-99.9%]	[100%]	
		(b) 100% of acknowledgements to complaints received within four hours and a meaningful response to complaint within two working days.	<95%	[95%-99.9%]	[100%]	

Sourcing and Booking of Meeting Rooms and Conference Venues Service

			(b) Where the framework public body raises a complaint, issue and/or dispute the contractor must deal with 100% of the issues effectively and efficiently, without requiring it to be escalated.	[<95%]	[95%-99.9%]	[100%]
Quality	6	Invoice accuracy	(a) 100% invoice and supporting data accuracy	[<95%]	[95%-99.9%]	[100%]
			(b) The contractor works with the framework public body(s) to understand and resolve billing issues when they arise. 90% of billing issues to be resolved within 10 working days.	[<80%]	[80%-89.9%]	[90%-100%]
	7	MI Provision	MI is 100% accurate and to agreed timescales	[<95%]	[95%-99.9%]	[100%]
Cost	8	Savings	(a) The contractor is able to generate value for money savings for the framework public bodies through securing the best available rate or by utilising pre-arranged venue deals. The actual framework savings as a % of spend meets the target savings as set by the authority.	[<90%]	[90%-99.9%]	[100%]
			(b) 90% of balanced scorecard responses indicate meeting or exceeding expectations.	[<80%]	[80%-89.9%]	[90%-100%]
	9	Added Value	The contractor is aware of the framework public body's organisational requirements and provides the most appropriate advice to maximise the best rates available. 90% of balanced scorecard responses indicate meeting or exceeding expectations.	[<80%]	[80%-89.9%]	[90%-100%]