1. **PROJECT LAUNCH DOCUMENT**

**&**

1. **BENEFITS SIGN OFF**

# **Project Title: Balconies support and remedial works framework**

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| Author | Max Padovano |
| Version | V 1.0 |
| Date | 17/03/2017 |
| Version | V 2.0 |
| Date  | 23/03/2017 |
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**I - Purpose of this document**

This document provides a consolidated view of how the project team intend to approach this sourcing project and what the respective benefits are.

From a planning perspective it summarises:

* The project scope, aims and objectives;
* Forecast benefits and baseline expenditure;
* The strategy for delivery of those benefits;
* Timeframes, risks, roles and responsibilities.

And following delivery, the applicable sections shall be updated to reflect:

* The actual benefits achieved against the agreed approach;
* Stakeholder commitments resulting from procurement activity;
* Stakeholder approval that benefits stated are accurate.

*(All sections shaded in red shall be completed post-delivery. All other sections should be completed to form the Project Launch Document, prior to commencing procurement activity)*

**II - Project Summary**

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| *PLD (Forecast)* |  | *Benefits Sign Off (Actual)*  |
| Max Padovano | **Sourcing Lead** |  |
| Open - Framework | **Market Engagement Approach****(Open, Restricted, Negotiated, Competitive Dialog, Exemption, Other)** |  |
| £8M~ | **Anticipated Contract Value**  | £ |
| 4 Years | **Anticipated Contract Duration****(number of years)** |  |
| N/A (HRA only) |  **Total Sourcing Savings** **Over the life of the contract****(against anticipated or agreed baseline)** | £ |
| N/A (HRA only) | **% Saving****(against anticipated or agreed baseline)** | % |
| *October 2017* | **Enablement Date**  |  |
| Yes | **Stakeholder Endorsement Included**  | Yes  |
|  | **Non-Financial Benefits**  | Yes |

**III - Approvals Obtained**

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| *This section only needs to be completed by ‘approvers’ that are directly involved with the delivery and who are part of the integrated SCC/Capita procurement project team. Once approvals have been obtained, formal and final submission of this PLD will be presented to the relevant Service Director, CFO and SRO who will physically sign approval on Page 1.*  |
| Approver’s Name | Service Area  | Project Activity | Date |
| Mel Crieghton | SCC Finance  | Financial approval |  |
| Simon Collison | SCC Legal | For Information / comment |  |
| Neville Tomblin | Service Lead | Service Specification / evaluation |  |
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**1.0 - Project Overview**

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| *Include a summary of the background, key objectives, forecast benefits, description of scope, key acceptance/success criteria/ outcomes sought and refer to wider business strategy or programme if applicable* |
| SCC required to establish a compliant procurement vehicle for the provision of the Balcony Repairs services. One of the current arrangement has been halted due to the inability of one of the current supplier to provide such services. CLC continue to deliver the service for the 2 Storey Walkup Balcony but under restrict interim arrangement.SCC will seek to set up own Framework Agreement covering all balcony Repair works requirement over 3 Lots with the ability to appoint up to 3 Contractors in each Lot.Lot 1 consists of work to Private Balconies to 11 Blocks of 3 & 4 storey flats, Lot 2 consists of work to Walkway Balconies and Private Balconies to the 2 Storey Walk Up Blocks at 18 Supported Housing Schemes and Lot 3 consists of work to the Walkway Balconies to 34 Blocks of 4 & 5 Storey Flats, Legal has already deny the use of MTC contracts in view of the Design work required by the contractors which are deemed to be Non compatible with a MTC type of contract. |
| *Key exclusions to the scope (explain any notable exclusions)*  |
| N/A |
| *Key variances from the Request for Contract*  |
| N/A |

**2.0 – Defining the Need** *(to be provided by the SCC Service Area*

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| *Under Best Value legislation you* ***must*** *consider the options for the delivery of the required supplies, services or works. To ensure that the need is defined and articulated effectively it will need to be stated in the PLD and address the following 5 key questions:* |
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| Acid Test questions | Response Rationale |
| Why do you want to go ahead with this procurement? Do you really need to go ahead with this procurement? | Structural investigations have identified that the balconies have suffered severe structural deterioration and the work is need to support the balconies and avoid the possibility of a balcony collapse. |
| Does it have to be to this specification? Why isn’t “fit or purpose” good enough? | The design is of a specialist nature and needs to be specific, “fit for purpose” would not cover this. |
| Why does the service have to be delivered this way?  | The work covers a large number of blocks across the city that need to be delivered either via an MTC or Framework. Because of the “Contractor Design” element of the works Legal have stated that this cannot be dealt with as an MTC  |
| If the procurement has to go ahead and specification/service design issues have been resolved then can we group with other procurements or rather why can’t we group with other procurements? | This work is of a particular nature that does not link with other procurements and in fact has been put together with 3 separate types of balcony support work to maximise leverage on spend |
| Can we group our procurements with other Councils to leverage our spend or why can’t we group our procurements with other Councils? | See above. Also at the moment there are not similar projects with other local councils although Gosport Borough Council & Fareham Borough Council both have a number of cantilever balconies and are in the process of investigating their structural stability |

**3.0 – Resources and Responsibilities**

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| --- | --- | --- | --- |
| Resource Area | Name | Estimated amount of activity required (Hours or Days) | Role within Project (spec definition, evaluation, customer etc.) |
| Capital Asset | Tony Rainsley |  | Cost manager, specification, tender documentation |
| Capital Asset | Neville Tomblin |  | Project Lead & Budget holder, Specification |
| Procurement | Max Padovano |  | Tender Documentation, Compliance, Procurement process |
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**4.0 - Contract Analysis**

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| --- | --- | --- | --- | --- |
| Supplier name  | Scope of contract  | Expiry Date  | Notice period  | Exit considerations (e.g. TUPE)  |
| Keepmoat | Provision of Balcony Refurbishment services | 01/10/2018 | 6 months | This MTC contract will reamin in place, but no further orders will be issued by SCC by agreement by both parties |

**5.0 – Analysis of current situation**

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| Internal Status: *Describe the nature of the current supply relationships (incl. nature of relationship, performance of suppliers, what works well, what doesn’t, what’s missing, how are suppliers treated and the work competed or not etc.)* |
| The overall project consists of 3 Lots within which one of the Lots relates to the structural support of the walkway balconies on 2 storey walk up blocks. This Lot has previously been the subject of 2 tender processes with R R Richardson, the contractor appointed after the first tender process going into liquidation during the course of the contract and Keepmoat Ltd, the contractor appointed after the second tender process following this liquidation requesting that they are issued no further orders under the MTC Contract after a period of 15 months of the contract. In both cases the contractors failed to fully appreciate the nature and complexity of the work and substantuially underpriced the tenders.Following the failutre of R R Richardson, and whilst a new contractor was procured, an interim arrangement was put in place with CLC Ltd, the contractor who undertook the pilot project. This arrangement continued to run in parallel with Keepmoat while Keepmoat’s progress was monitored. The arrangement with CLC continues and will continue until a new contractor is appointed under this tender. CLC have demonstrated a full understanding of the project and its complexities and have continued to deliver in quality, time and cost as well as excellent resident satisfaction.In order to assess any new contractor as part of this new tender process, there needs to be a very robust set of quality questions and in depth investigation as part of the clarification process to ensure that any contractor under consideration has fully incorporated the risks and complexities within their tender price.Whilst the other 2 Lots are different, they both involve the permanent supporting of structurally failing balconies and will therefore need the same due diligence prior to any appointment following receipt of the tenders. |
| External Market Analysis: *What factors are currently influencing the industry? What is the size of the market and level of competition amongst buyers and suppliers? Who are the high performing players we want to attract and why? What pricing mechanisms are commonly used? What leverage, opportunities and risks do we face? What are others councils doing in this area?*  |
|  **Construction Output**Construction output can be broken down by different types of work, these are categorised into new work, and repair and maintenance as shown in Figure 1. The graph shows that through to mid-2014, new work, and repair and maintenance followed a similar pattern but since reaching a level peak in August 2014, repair and maintenance has slowly contracted. Over the same period, new work has continued to increase steadily, largely down to a rise in new housing work. The slight decrease in all work in January 2017 is mainly driven by the large decline in repair and maintenance of 1.3%. In comparison with the same period in the previous year, repair and maintenance has fallen 0.7%. This downward pressure on repair and maintenance is due to a 1.1% decrease in housing repair and maintenance and 1.6% decrease in non-housing repair and maintenance. This fall is offset somewhat by an increase of 0.1% in all new work in January 2017 and 3.4% in comparison with the same period in the previous year. It is worth noting that all new work accounts for approximately 66% of all work, while repair and maintenance accounts for approximately 34%. https://www.ons.gov.uk/chartimage?uri=/businessindustryandtrade/constructionindustry/bulletins/constructionoutputingreatbritain/jan2017andnewordersocttodec2016/d03e177fFigure 1In January 2017, construction output fell by 0.4% compared with December 2016. This negative month-on-month growth comes in the wake of 2 consecutive months of strong growth in the last 2 months of 2016, driven mainly by falls in repair and maintenance. Despite this, construction remains 2% higher in comparison with the same period in the previous year.Despite construction falling month-on-month, in terms of the rolling 3 month time series, construction output actually grew by 1.8%, in part due to strong infrastructure and housing growth.Figure 2 shows the difference in month-on-month volume from the different sectors in terms of growth. Housing as a whole has provided the most notable downward pressure on growth, with both public and private housing, as well as housing repair and maintenance falling month-on-month in January 2017.However, this has been offset somewhat by marked positive growth in 2 sectors. Infrastructure exhibited the most notable growth in terms of volume in January 2017, rising for the third consecutive month, increasing by 3.5%. Public other new work also provided upward pressure on output, recovering from negative growth in December 2016 to grow by 4.1% in January 2017.https://www.ons.gov.uk/chartimage?uri=/businessindustryandtrade/constructionindustry/bulletins/constructionoutputingreatbritain/jan2017andnewordersocttodec2016/4cd2033aFigure 2Despite falling month-on-month in January 2017, the 3 month on 3 month rolling picture was more positive, with only private industrial, and non-housing repair and maintenance experiencing negative growth. Most notably, infrastructure, and private housing repair and maintenance continue to sustain strong 3 month on 3 month growth, increasing at rates of 4.0% and 5.4% respectively. Only private industrial work, and non-housing repair and maintenance provided downward pressure on 3 month on 3 month growth.In regards to month-on-year, output has experienced strong growth at a rate of 2.0%. This has been driven by private new housing, which grew 7.4%, as well as private housing repair and maintenance, which increased by 9.7%. However, public housing provided some downward pressure on the growth rate, with public new housing falling 1.2% and public housing repair and maintenance falling by 13.1%. Despite recent growth, infrastructure has still fallen for the 13th consecutive month-on-year, at a rate of 0.7%.**Repair Sector**The size of the UK concrete repair sector is estimated to exceed 3% of the entire construction industry. Unplanned maintenance and refurbishment work forms a significant proportion of this. In many cases concrete repair is done in an unstructured way, often resulting in inappropriate repairs that require further, premature repair.Steel rebar embedded in concrete is prevented from corroding in most circumstances by the formation of a protective passive layer or film on the steel surface, which is maintained by the highly alkaline environment of concrete. However, if the concrete becomes contaminated by chemicals that disrupt the protective layer or reduce the concrete’s alkalinity, the steel is prone to corrosion if moisture and oxygen are present. This leads to cracking and spalling of the concrete covering, requiring repairs |

**6.0 – Establishing Costs / Spend** *(to be provided by the SCC Finance and Service Area)*

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| Establishing Baseline Costs / Spend*: populate the fields below for each incumbent supplier(s) that is in scope of the review.* |
| Supplier name  | Historic Annualised Spend \* | Forecast Annualised Spend  | Source of data  | Assumptions and Notes  | In scope  |
| *R R Richardson* | £420,000 | Nil | Agresso |  | Yes |
| *Keepmoat* | £625,000 | Nil | Aggresso |  | YesYes |
| *CLC* | £3,000,000 | £3,000,000 |
| **Total in scope**  |  |  |  |  |  |
| Total out of scope  | £N/A | £N/A |  |  |  |

*\*To be taken as the baseline for savings calculation unless otherwise agreed in this Project Launch Document.*

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| Cost Transparency*: Provide further detail about how costs within scope are broken down. Insert graphs and graphics or an Excel spreadsheet as required where these help illustrate transparency of costs.*  |
| n/a |

**7.0 – Social Value Act (SVA) Considerations** *(to be provided by the SCC Service Area)*

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| How will this procurement project:  |
| Create employment and training opportunities for local people, including NEETS and increasing the numbers of apprentices in employment locally? | Tender returns will include a requirement for NEETS, apprenticeships and local employment |
| Address the issue of worklessness by providing local training opportunities and job opportunities? | Tenderers will be required to indicate training and job opportunities for local employment |
| Reduce unemployment and raise the skill level of the local workforce? | As above |
| Develop local people and communities? | As above |
| Raise aspirations and outcomes for local young people? | As above with apprentices |
| Protect the environment, minimising waste and energy consumption, as well as using other resources efficiently throughout the supply chain? | Where possible recycled materials will be used and waste will be segregated into non-recyclable and recyclable waste and the amount of recyclable recorded |
| Who has been consulted in order to help shape this procurement from an SVA perspective e.g. voluntary and community sectors, potential providers, interested parties, etc.? | This is necessary work due to structural integrity issues, but Residents and Leaseholder have been kept fully informed and advised |

**8.0 - Strategy**

**8.1 - Analysis of Options (including Demand Management considerations)**

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| --- | --- | --- |
| **OPTION 1 TITLE: Do Nothing and continue with the interim contractor**  | **Recommended?** | No |
| This is not a viable option due to the overall volume of works and compliance with procurement rules |
| **Key Pros** | **Key Cons & Mitigations** |
| * The current interim contractor has a full working knowledge and understanding of the project and type of work, including the complexities of the work and is currently delivering the work to a high standard, at agreed costs and on programme.
* Relationships has been established between end users and suppliers
* Eliminate Property costs in relation to the procurement of a new solution
 | * To continue with the existing arrangement would mean that current procurement process would be in breach of EU Procurement Directives and the Public Contracts Regulations 2015 and SCC Contract Procedure Rules.
* No spend leverage
* No strategic oversight
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| **OPTION 2 TITLE: Tender as 3 separate tenders**  | **Recommended?** | No |
| Procurement solution for 3 different tenders to cover specific demand for balcony repairs providing permanent support to failed balconies of different construction. |
| **Key Pros** | **Key Cons & Mitigations** |
| * Each Balcony repair type tendered individually as standard JCT Tenders and 2 of the Lots would fall outside of OJEU parameters.
 | * 3 separate tenders will potentially not deliver value for money and could be a fragmented approach.
* Addition resources and associated cost would inpact negatively within the allocated budget.
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| **OPTION 3 TITLE: Open Tender as an MTC contract** | **Recommended?** | No |
| Tender all service provision of Balcony Repair works on the basis of a JCT MTC Contract with Contractor Design. |
| **Key Pros** | **Key Cons & Mitigations** |
| * A simple contract to administer and individual orders placed for each scheme/block based on the MTC Schedule of Rates.
* SCC would control the release of orders based on the competence of the contractors
* As a combined MTC covering all 3 Lots, Value for Money should be achieved
 | * SCC Legal have advised that the JCT MTC Ciontract does not have a “Contractor Design” element and that the contract would therefore have to be amended to incorporate this element which is contrary to SCC procedures.
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| **OPTION 4 TITLE: Open Tender as a Framework**  | **Recommended?** | Yes |
| An overarching framework covering all balcony Repair works requirement over 3 Lots with the ability to appoint up to 3 Contractors in each Lot |
| **Key Pros** | **Key Cons & Mitigations** |
| * A Framework Contract would comply with SCC Legal requirements and would incorporate the “Contractor Design” element
* A simple contract to administer and individual orders placed for each scheme/block based on the tendered Schedule of Rates.
* SCC would control the release of orders based on the competence of the contractors
* As a combined Framework covering all 3 Lots, Value for Money should be achieved
 | * Poor tender response and no suitable contractors due to the specialisation of this type of work.
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**8.2 - Building on the recommended option**

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| *Describe in more detail how the commercial model recommended for this contract will be managed to ensure benefits are delivered and costs are controlled throughout the life of the contract (refer to the details of any gain-share structure, use of capping mechanism, open book, etc.)* |
| Option 4 above illustrates that this is the best and most suitable option for this service. * The tender will be run as an ‘OJEU Open’ process including detailed and comprehensive quality plan;
* Competitive process insuring simplified and transparent pricing structure;
* Contract to be awarded to either a single supplier or multiple suppliers for the Council consolidated services for a full 4 years of use;
* Development of a Council/Supplier partnership to enhance the service delivery and optimise costs;
* Quicker turnaround of orders;
* Reduced project delays;
* Reduced impact to customers.
 |
| List any specific risks, other than those listed in the table above which should be considered during delivery of this sourcing project. Expand on how those risks could be mitigated.  |
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|  | **Risk Name** | **Description (including impact)** | **Risk Mitigation** |
| 1 | Contract Implementation | Failure of appointed provider(s) to mobilise services by required timescales. Delay to procurement project delivery and benefits realisation | Mobilisation and transition plan will be evaluated as part of tender submissions (and utilised post-award to monitor progress) |
| 2 | Client resources | Client resources are not available to progress procurement in accordance with timescales | Ensure client resources are committed in accordance with the milestone plan. Check resources are still available on a regular basis |
| 3 | Procurement resources | Procurement resources are not available to progress procurement in accordance with timescales | Ensure appropriate procurement resources are committed and comprehensive hand-over prior to retirement of present procurement manager. |
| 4 | Market response | Market does not respond to published opportunity | Publish in OJEU, Curtis Fitch and Contracts Finder.  |
| 5 | Procurement process | Procurement process is challenged prior to award | Ensure a robust and non-contestable procurement process is followed. Liaise with client and Legal Services at key points of the process to reduce risk |
| 6 | Delivery failure | Awarded supplier fail to deliver order in a timely manner.Suppliers fail to produce up-to-date, compliant and robust financial accounts.Suppliers fail to provide up-to-date and adequate certificates of competence and insurance. Suppliers fail to provide an adequate management and resource plan with appropriately qualified resources.Suppliers sub-contract work | Build in SLA and KPIs into contract. Ensure comprehensive and robust governance is put in place in order to monitor and escalate all delivery issues.The ability to appoint multiple contractors will allow the appointment of an alternative supplier |

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**8.3 - Route to Market**

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| EU Procurement Procedure | Decision  | *Notes/comments* |
| Open | X | Framework |
| Restricted  |  |  |
| Negotiated |  |  |
| Competitive dialogue  |  |  |
| Exemption  |  |  |
| Other  |  |  |

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| Evaluation Criteria: what are the evaluation criteria for this procurement process? Define the weightings for each factor.  |
| The evaluation will involve the separate evaluation of the Commercial (Price) and Technical (Quality) aspects of the bid. A weighting of 70% quality and 30% price has been assessed as appropriate for the works and will be applied to the evaluation due to the need for a quality service. **Commercial Evaluation (Price)**A commercial evaluation of the bid will be undertaken ensuring that any pricing or contractual anomalies are identified and resolved. Once the commercial aspects have been checked and any issues resolved the priced shall be evaluated as detailed below. Any tender received which conflicts with the original tender documents and where issues cannot be resolved will be disregarded as a non-compliant tender.The points awarded for price will be calculated by dividing the lowest compliant bid by the tender submitted by each Contractor and multiplying by 100. The percentage result will be taken against a score of 30 (the maximum points awarded for price). **Technical (Quality) Evaluation**There will be a set of overarching technical questions covering all 3 Lots and individual and Lot specific questions seeking specific and detailed responses for the specific Lots, The questions will also include a Health & Safety element.The questions to Lots 1 & 2 account for a maximum of 360 points and for Lot 3 a maximum of 400 points and each question is weighted accordingly. The response to each of the questions will be evaluated and scored using a set out criteria and weightings including expanded responses at the clarification meeting. The bidder needs to score at least 50% of the available points to each Lot in their quality response in order to pass the technical (quality) element of the evaluation. Any bidder scoring below that threshold, would be disregarded from further evaluation |

**Section 2. Benefits Sign Off.**

**9.0 – Benefits Sign Off - Forecast and Actual**

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| *How has the project met the, key objectives, forecast benefits, scope, key acceptance/success criteria/ outcomes sought outlined in Section 1?* |
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**9.1 - Cost Reduction**

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| --- | --- | --- | --- | --- | --- | --- |
|  | Annualised  | Benefit as a % of baseline  | Year 1 | Year 2 | Year 3 | Year 4 |
| Forecast  |  |  |  |  |  |  |
| Actual  | £ |  % | £ | £ | £ | £ |

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| Savings calculation methodology:  *How have the savings been calculated?*  |
|  |

**9.2 - Cost Avoidance**

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| --- | --- | --- | --- | --- | --- | --- |
|  | Annualised  | Benefit as a % of baseline  | Year 1 | Year 2 | Year 3 | Year 4 |
| Forecast  | £ |  % | £ | £ | £ | £ |
| Actual  | £ |  % | £ | £ | £ | £ |

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| --- |
| Savings calculation methodology:  *How have the savings been calculated?*  |
|  |

**9.3 – Savings Allocation**

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| --- | --- | --- |
| Type of saving  | Attributable to Delivery | Attributable to Sub £100K |
| Cost reduction |  |  |
| Cost avoidance |  |  |

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| Savings allocation rational:  *Provide a brief explanation as to why the savings should be allocated as indicated above.*  |
| Cost reduction |  |
| Cost avoidance |  |

**9.4 - Income Generation**

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| --- | --- | --- | --- | --- | --- | --- |
|  | Annualised  | Benefit as a % of baseline  | Year 1 | Year 2 | Year 3 | Year 4 |
| Forecast  | £ |  % | £ | £ | £ | £ |
| Actual  | £ |  % | £ | £ | £ | £ |

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| Savings calculation methodology:  *How have the savings been calculated?*  |
|  |

**9.5 – Non-Financial Benefits**

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| *Detail any non-financial benefits which you predict as a result of this Project Launch Document*  |
| Project Launch Document (Forecast) | Benefits Sign Off (actual) |
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**10.0 – Forecast Timeframes**

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| *Provide the planned dates by which the project team commit to have each of the completed the tasks listed below. The task list details the standard tasks required for procurement activities conducted under the restricted procedure. The task list should be amended as required for different procedures.*  |
| *Key Milestones* | *Deadline*  | *Responsibility* | *Estimated City Council Resource Requirement (Days) including staff time in implementing business process change* |
| 1. Completion of Stage 1 Project Initiation
 |  |  |  |
| 1. Completion of Stage 2 Situation Analysis
 |  |  |  |
| 1. Finalise specification
 |  |  |  |
| 1. Finalise T&Cs
 |  |  |  |
| 1. Completion of  Stage 3 Strategy Creation and Approval
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| 1. Prepare Advert/OJEU Notice
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| 1. Approve Advert/OJEU Notice
 |  |  |  |
| 1. Publish Advert/OJEU Notice
 |  |  |  |
| 1. Issue Tender
 |  |  |  |
| 1. Close Tender
 |  |  |  |
| 1. Evaluate Tender
 |  |  |  |
| 1. Provisional Award
 |  |  |  |
| 1. Issue Client with link to Procurement Services Satisfaction Survey
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| 1. Final Award
 |  |  |  |
| 1. Completion of Stage 4 Strategy Implementation.
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| 1. Compile Contract documentation and issue to Legal
 |  |  |  |
| 1. Bind and Issue Contract for signing (Legal)
 | [1-mth] |  |  |
| 1. Mobilisation Period required by the Client i.e. 3 / 6 mths
 |  |  |  |
| 1. Contract Commences
 |  |  |  |

*\* If contract dialogue process, adjust accordingly.*

**11.0 –** **Transition**

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| *Outline your agreed plan for implementing, measuring and managing delivery of the stated benefits through the life time of the contract. Describe who will carry out this work and what your expectations are in order for full delivery of the stated benefits. When will the initial Savings Validation take place (e.g. 3, 6 or 9 months after contract signature) – insert date and (if required) frequency?*  |
|  |
| *Describe who will carry out this work and what your expectations are to ensure full delivery of the stated benefits? Include a division of roles and responsibilities for Capita and SCC stakeholders.*  |
|  |
| *How has the project met the, key objectives, forecast benefits, scope, key acceptance/success criteria/ outcomes sought outlined in Section 1?* |
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**12.0 – Lessons Learnt**

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| *Lessons learnt: what changes would you make if you had to run this procurement exercise again? What were the main lessons learnt?* |
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