

**KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY,
KUMASI
COLLEGE OF ART AND BUILT ENVIRONMENT**

**AN ASSESSMENT OF CONTRACT MANAGEMENT PRACTICES IN
PUBLIC INSTITUTIONS: A CASE STUDY OF UNIVERSITY OF
PROFESSIONAL STUDIES, ACCRA (UPSA)**

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**A Thesis submitted to the Department of Building Technology, College of Art
and Built Environment in partial fulfilment of the requirements for the degree
of
MASTER OF SCIENCE IN PROCUREMENT MANAGEMENT**

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DECLARATION

I hereby declare that, the submission is my own work towards the award of MSc. Procurement Management to the best of my knowledge, the project work does not contains any material already published by another students or material which has been accepted for the award of degree from other universities, except where due acknowledgment has been provided in the text.

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DEDICATION

This thesis is dedicated to my parents, my beloved husband, children and friends who help me in diverse ways in the successful completion of this work.

ACKNOWLEDGEMENT

In pursuit of my academic dreams at Kwame Nkrumah University of Science and Technology has not been an easy task; it has been full of challenges. But to God be the glory, I have gained more knowledge than I could have imagined both academically, socially etc.

Without the extensive supervision and intellectual contribution of Rev. Prof. Frank Fugar, this thesis will not have been complete. I appreciate your contribution to this thesis and your analytical spectacles, that made each punctuation mark that was covert was made overt.

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ABSTRACT

Effective and efficiency in the procurement process is very important in all the sectors of the economy, much more, in the public sector where numerous inefficiency and ineffectiveness are recorded. The Public Procurement Act, 2003 (Act 663), provides guidelines for contract management. However, even though indicated as a problem, contract management has received very little research attention both by the PPA and researchers who are interested in procurement issues. The limited research has created limited knowledge on the importance of contract management to the public institutions in Ghana. The main aim was to assess the effectiveness of contract management practices in public institutions with reference to University of Professional Studies, Accra. A non- probability sampling technique, that is convenience sampling was adopted in selecting the samples of the study. Out of the 25 questionnaires sent out to respondents, 20 giving a response rate of 80%, were retrieved and used for the study. The results of the study show that adherence to the agreed terms of the contract by all parties, good contract management record keeping, contracting decisions involving all relevant parties, supplier information o data file, standard contract management manual are important in effective contract management.

It was discovered that the major weaknesses of organization's contract management were lack of training and capacity building, inadequate risk management plan and more attention is giving to the initial stages of the procurement cycle (tendering, sourcing, awarding). Finally, the researcher recommends that training and capacity building, adequate risk management plan, contract-management structures, roles and responsibilities need to be clearly defined.

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LIST OF ACRONYMS

UPSA	University of Professional Studies, Accra
UN	United Nations
OGC	Office of Government Commence
PPA	Public Procurement Authority
PPME	Public Procurement Models of Excellence
KPI	Key Performance Indicators
PPP	Public Private Partnership
SLA	Service Level Agreement
NIGP	National Institute of Government Purchasers
FOB	Free on Board
SPC	Statistical Process Control
SPSS	Statistical Package of Social Science

CHAPTER ONE

INTRODUCTION

1.1 Background of study

According to (UN Procurement Practitioner's Handbook, 2006).Legislative and Advisory bodies, including the General Assembly and the Advisory Committee on administrative and budgetary questions, have emphasized the need for more robust procurement mechanism to ensure value for money in delivering programs and activities founded by the united nation systems .oversight bodies such as the internal and external audit offices of the various organizations have raised concern about accountability issues relating to contract management and administration and also the lack of assurance that the contract are being performed efficiently and effectively.

(UN Procurement Practitioner's Handbook, 2006).In recent years organizations have responded by introducing reforms to modernize and streamline their procurement activities. Most of these reforms focus on preparing suitable procurement plans for acquiring goods and services, and selecting the most qualified contractor at the right price. However, the areas for contract management and administration have for the past been overlooked. The concept of "contract management" and "contract administration" can be used interchangeably. For the purpose of this study, the term "contract management" is used to address the activities that take place after contract of goods and services are awarded, and it includes "contract administration" activities. Thus, contract management ensures that, parties to a contract efficiently and effectively perform their required responsibilities as suggested by the conditions of the contract.

Contract management comprises post- award, while requisition and procurement activities constitute the pre-award phase. Contract management includes activities such as contract monitoring and reporting, chain management, conflict resolution, management of finance and completion of contract. Although pre-awarding contract activities were not the focus of this study but it took into account the several element of the post-award phase are interlinked with and decision made before the award of a contract. Managing contracts efficiently presupposes that the document was unambiguous and well formulated, that the contract was properly advertised, and that the contractor's bid/proposal had been carefully evaluated before the contract was awarded.

A contract between a client and contractor perfectly describes the contract management process. Because the contractor has a role to deliver the infrastructure products whilst the client is supposed to financially sponsor the project based on the arrangement reached or what was recorded in the conditions of the contract. The processes within a contract turns out to be bulky and might require the contribution of numerous stakeholders which ends up consuming a lot or prolonging the time with very high expenditure.

1.2 Problem Statement

Managing contracts effectively is crucial because it ensures the realization of the purpose of the procurement and ensures that, all parties delivers their quota without any unnecessary confrontations which might become a snare on the life of the contract.

The Public Procurement Act, 2003 (Act 663), provides guidelines for the award of contract by Public Procurement Entities. There seems to be general adherence and importance attached to procedures and processes for the award of contract by procurement entities. However, it appears that the aftermath of the contract award phase which begins with the contract management phase is more often than not given the same importance.

According to the Public Procurement Authority Bulletin, (2012), it is common knowledge that the contract management stage of the life of the procurement hardly ever receives the necessary attention and effort until something goes wrong. This however ought not to be as Contract Management is supposed to be the means by which procurement activities and processes are translated into actual results.

Major contracts are not regularly reviewed to achieve value for money. It is for this reason that the Researcher has sought to emphasize on importance of effective contract management in procurement entities with reference to University of Professional Studies, Accra (UPSA).

1.3 Research questions

1. Is there a literature or previous research best practices that promote effective contract management?
2. What are the present contract management practices at University of Professional Studies, Accra
3. Does UPSA compare its contract management practices with the established best practices?

4. Does UPSA face some challenges in the effective contract management practice at UPSA

1.4 Aim of study

The aim is to assess effectiveness of contract management practices in public institutions focusing on University of Professional Studies, Accra.

1.5 Research Objectives

1. To determine from literature or previous research practices that promotes effective contract management.
2. To determine the present contract management practices at University of Professional Studies, Accra UPSA.
3. To compare the UPSA contract management practices with the established best practices.
4. To identify the challenges faced in the effective contract management practice at UPSA and provide some recommendations.

1.6 Significance of the Study

1. It would present the opportunity of identifying ways of strengthening adherence to effective contract management in UPSA.
2. It would enable the Public institution's Procurement Managers to be proactive in contract management practices in order to achieve value for money for their institutions.

3. Again the study is important because, other individuals and organizations will use it as a reference document would serve as secondary source of information for further research on the subject.
4. Also, effective contract management practices will help clear the perception of corruption in the procurement processes in public institutions and achieve value for money.

1.7 Scope of the Study

The Public institutions in Ghana are broad areas that the researcher cannot research into it alone. Therefore, the researcher limits her study to UPSA. Also, contract management has a broad area to deal with such as (contract management of goods, works and services) but the researcher was able to study on contract management of goods.

1.8 Research Methodology

The data presented in this study was collated using the primary source of information as well as the secondary. The primary information was gathered through questionnaires and interviews with the staff of UPSA. The questionnaires were sent to (25) respondents at various departments and received responses from 20 respondents made up of Procurement, Stores, Project Department, Internal Audit and Finance Departments

According to Hagget (1977), testing or investigating a specific system requires a case study process because it eventually address all the necessary issues associated with

it. The case study approach was adopted to address the stated the aim and objectives of the study.

1.9 Organisation of the Study

The research comprises of five (5) chapters. The chapter One of the study introduces the concept, the statement, aim, objectives and the scope of the study. The second chapter delves into the theoretical concept of contract management practices and its related challenges. The chapter Three discusses the approaches the study was conducted. The chapter Four presents the analysis and interpretation of data. Finally, the summary of findings, conclusions and recommendations of the research work were presented in chapter five.

CHAPTER TWO

LITERATURE REVIEW

2.1 Overview

The theoretical framework and literature was extensively discussed in chapter. Literatures on the subject of study was reviewed to enhance the understanding of the of the researcher and theories that have been used more specifically to interpret and analyze empirical findings.

2.2 Brief History of University of Professional Studies, Accra

UPSA is a public institutions mandated to provide professional guidance to students from both the undergraduate and postgraduate level. The University is recognized internationally in providing professional programmes for business oriented students. Currently the university runs up to the masters level and runs other business management short courses. The total population of the university is about 11000 (UPSA 2015)

2.3 Contract Definition

According to (Gutters, 2007), contract can be described as a comprehensive activity which regulates the conduct and activities of the parties involved. It further allocates roles and responsibilities, provides the specification, the communication channels and even the procedure for addressing conflict as well as the contract is concerned (Zaghloul, 2005).

Office of Government Commerce (2002), asserted that, the tenacity of effective management of contract is to safeguard parties in a contract, to faithfully provide the required services to fulfill the objectives of the contract.

Ideally, contracts are managed to deliver services or works by achieving value for money. Because scarce resources are invested in such contracts which requires constant and consistent resource optimization, application of business principles such as opportunity costs, customer satisfaction and relationships and implementation of risk management practices. Notwithstanding that, contract management seeks to improve contract performance.

2.4 Contract Management Requirements

Although, different schools of thought have deliberated on the things required for effectively managing contract. But the study will limit itself to the under listed requirements:

1. Frequent flow of information or communication between the client and contractor as well as the site representative and the general office.
2. Decisions made should be objective and transparent in nature.
3. All requirements must not be ambiguous.
4. Tender evaluation panels' requirements must be met.
5. Clients and contractors must be well versed in business and relationship management principles such as relationship building.
6. Reputation of contractors and reference checking should be performed or assessed.
7. To achieve value for money and prevent bias, performance of contract should be evaluated by third parties.

8. Effective human resource management practices should be utilized.

2.5 Indicators of Failed Contract Management

In as much as contract management are important and should be embraced with all willingness. Factors that raises danger towards it includes:

1. Rising turnover of staff from both the client and contractors' outfit.
2. Failing to recognize warning indicators of the contract.
3. Inadequate supervision and irregular communication between client and contractor.
4. No site visits and the challenges associated with it.
5. Difficulty in terminating contracts.
6. Poor specification writing.
7. Ambiguous objectives of the project.

2.6 Obtaining Value through Contract Management

It is common knowledge that the life of procurement comprises, managing the contract however it hardly ever receives the necessary attention and effort until something goes wrong! This conversely ought not to be as Contract Management is supposed to be the means by which procurement activities and processes are translated into actual results (PPA, 2012).. It indeed a critical path to effective execution of procurement tasks. Contract Management has been defined as fulfilling contractual obligations by achieving the stated aims required. It covers delivery of services, Relationship Management, Contract Administration (day-to-day management), and Evaluation. For Procurement Entities to obtain real value for money from their procurement activities there is the need for greater commitment to

the tenets of Contract Management for all manner of procurements be they for goods, works or services.

Results of PPA's Assessment Exercises on the performance of Procurement Entities over the years reveal a worrying trend. According to the 2009 Assessment Reports, Ghana scored 53.98% in terms of its performance under Contract Management with Supervision and Reporting of works and services Contracts scoring the lowest in that category. To avert this trend, the PPA is currently in the process of developing Contract Management Training Modules which will be used to conduct training of procurement officers and other stakeholders on how to effectively management public procurement contracts. Since it takes more than just training to effect any meaningful behavior change, the Authority is feverishly designing an effective monitoring mechanism through the application of the Public Procurement Model of Excellence (PPME) "Self-Assessment" Toolkit as well as the introduction of the E-Government Procurement System which will enable Procurement Entities to adhere to contract management procedures in order to obtain value for money and assist in combating some of the inherent risks associated with Contract Management whiles upholding high ethical considerations.

2.7 E-Contract Management and its Benefits to the Procurement Process

An effective procurement process ends with contract management irrespective of the category (Goods, Works, and Services) of procurement. It is therefore necessary to have a system that will manage contracts. We therefore consider as very important the E-Contract Management component of an e-Procurement. Major aspects of such systems are: a database of all documentations associated to the contract from the

planning and contract completion stage, all contract assessment and auditing files. Monitoring supplier Key Performance Indicators (KPIs) of the contract or otherwise. For example, Work Plans, Deliverables, Milestones, Payments, etc. Notifying functions which will trigger contract reviewing and auditing based on the warning signs of the contract. Moreover, integrating E-tendering which will automatically shortlist non-compliance tenderers from the tendering process.

2.8 Contract Management Flowchart for Goods

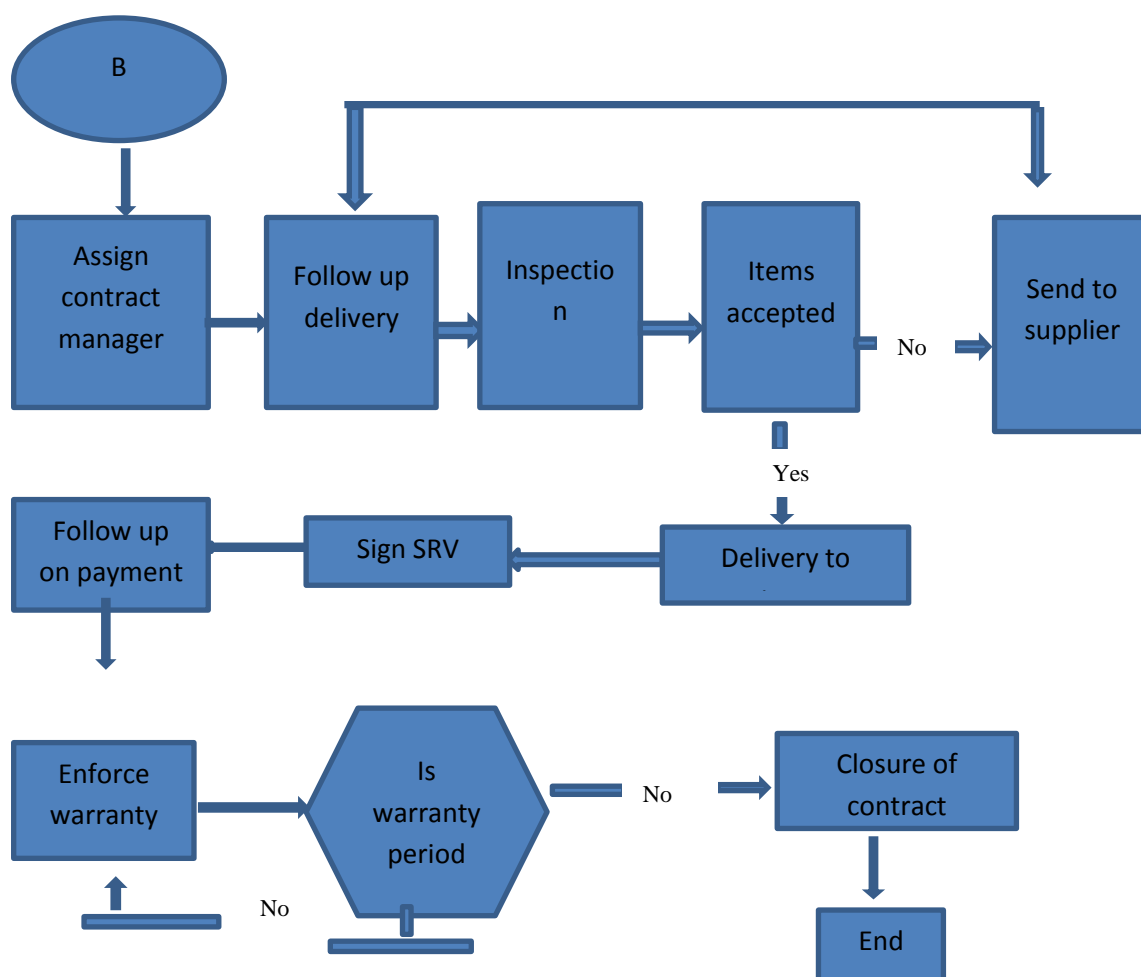


Figure 2.1: Contract Management Flowchart for Goods

(Source: PPA May, 2012 vol.3)

2.9 Capacity Building using Decision Making Technologies

Procurement is said to be a process from the planning stage to the completion of acquiring a product or services. Hughes (2005) asserted that, public procurement is a responsibility of governments' which ensures that, the required services are delivered to its agencies and institutions to serve the public. According to Thai (2005) procurement is not only employed for securing products and services for the public agencies and organization in achieving their stated goals but also act as a policy aimed at achieving social equity. These description suggests that, procurement is a comprehensive process involved during the planning, goods and services acquisition such logistics, infrastructure works, consultancy services, project management and even completion of projects.

An important factor in procurement is undertaking frequent capacity building workshops and seminars for practitioners because it helps government to effectively plan and manage the processes involved in procurement. Procurement aims to fight against corruption by ensuring transparency in the procurement process. Capacity building creates the atmosphere to integrate intellectual, legal and economic reasoning into the procurement process. Moreover, expertise touch to the decision making process of procurement or decision technologies is also required. This helps in incorporating professionals' accumulated knowledge into the procurement procedures.

Decision technologies provides the environment to integrate un-exploited resources through connecting procurement practices to other areas like logistics and supply chain management, project management, contract management and help in

addressing its related challenges. Decision making in procurement can actually rely on the decision technologies to function effectively, which is capable of developing formality in the flowchart of work activities and fortify the performance of procurement practitioners. An added advantage of the decision technologies help in delving into the details of an issue before arriving at a decision although it can be complicated.

Decision Techniques for Procurement

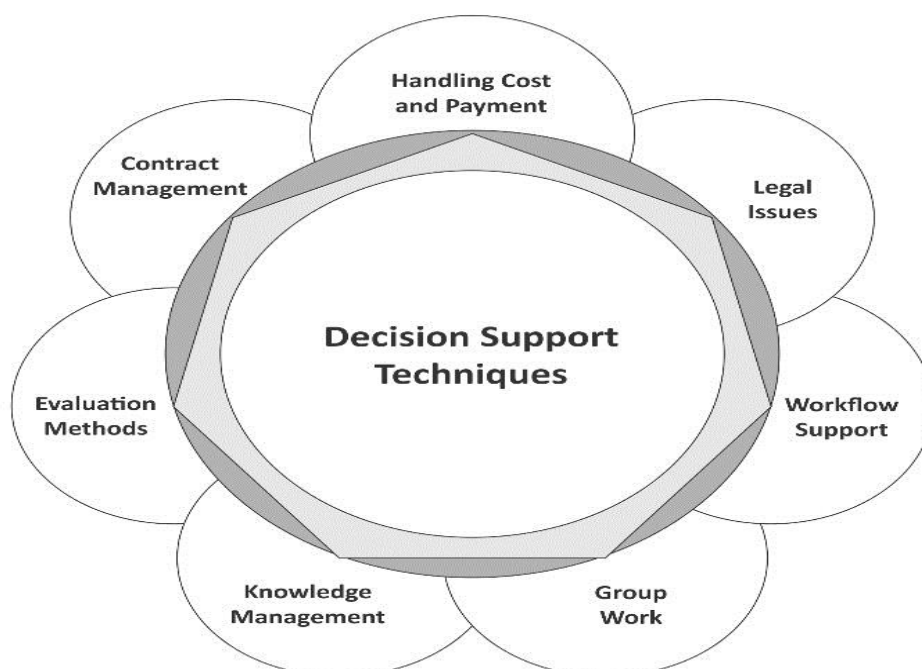


Figure 2.2: Decision Support Techniques

2.10 Assessing performance of suppliers and contractors

UN procurement practitioner's handbook, (November 2006). In recent years, legislative and advisory bodies, including the general assembly and the advisory committee on administrative and budgetary questions, have emphasized the need for

more robust procurement mechanism to ensure value for money in delivering programs and activities founded by the united nation systems .oversight bodies such as the internal and external audit offices of the various organizations have raised concern about accountability issues relating to contract management and administration and also the lack of assurance that the contract are being performed efficiently and effectively.

In recent years organizations have responded by introducing reforms to modernize and streamline their procurement activities. Most of these reforms focus on preparing suitable procurement plans for acquiring goods and services, and selecting the most qualified contractor at the right price. However, the areas for contract management and administration have for the most part been overlooked. Contract management and administration can be interchanged as shown in literature. For the purpose of this view, the term “contract management” is used to address the activities that take place after contract of goods and services are awarded, and it includes “contract administration” activities. Thus, contract management, as used in this review describes the arrangement that ensures that, parties in a contract adhere to the responsibilities stipulated in the contract and achieve the objectives as far as the contract is concerned.

Contract management comprises the post- award phase of the procurement life cycle, while requisition and procurement activities constitute the pre-award phase. Contract management includes activities such as contract monitoring and reporting, scope management and performance management.

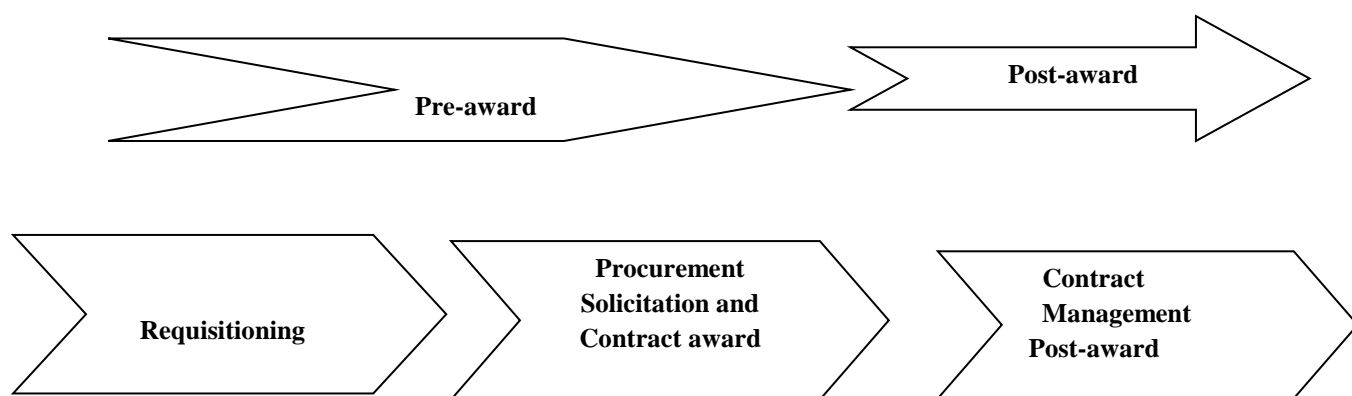


Figure 2.3: Procurement Cycle

UN procurement practitioner's handbook, (2006)

Although pre-awards contract activities were not the focus of this review, the review took into account the several elements of the post-award phase are interlinked with actions and decisions made before the contract is awarded. Efficient contract management presupposes that the contract document was unambiguous and well formulated, that the contract was properly advertised, and that the contractor's bid/proposal had been carefully evaluated before the contract was awarded.

2.11 Contract Administration

The involvement of public procurement officials does not end after the contract is awarded to the responsive tenderer. Their role spans from the planning stages through the completion stage of the contract. It behooves on them to ensure that suppliers and contractors are adhering to the terms of the contract and also executing the work to the satisfaction of the client. Performance indicators are used during the execution stage of the contract and overseeing the effort of contracting officer's representatives (CORs) from the using agency. At the end of this phase the contract administrative team will need to close out the contract, accept the work, evaluate the performance

and advise themselves whether to extend the contract of the administrative team. The focus of contract administration is the achievement of quality, time and cost. In achieving the objectives of the contract, there should be a detailed analysis by reviewing the anticipated processes and the end product.

Contract administration requires just as much attention from the public procurement official as the other phases within the procurement cycle. However, it is often slighted because it pertains to post-award activities. Nevertheless, it is clear that the responsibilities of the procurement staff do not end with award of a contract. Contract performance must be monitored and controlled; problems must be properly documented and effectively resolved; and supplier relationship needs to be managed. Even purchasers who are assisted by a specialized contract administration until are not completely absolved of the responsibility to ensure that post-award activities are satisfactory. In the case of public purchasers, there is an added responsibility. They must manage the relationship between suppliers and the internal end-users, including monitoring contract fulfillment on the part of government agencies. It is essential that post-award activities be considered before contract is awarded. All contractual actions interrelate within the public procurement cycle. Accordingly, when public procurement officials receive a request to acquire goods or services, they must take appropriate actions prior to issuing a contract to ensure that the downstream administrative functions are well covered. It is essential in establishing such arrangement to identify the post-award roles and responsibilities of all parties involved, particularly when suppliers are to deliver goods directly to the users.

Fortunately, the use of automated procurement systems has somewhat simplified the task of tracking transactions and ensuring satisfactory completion of the procurement cycle. Detailed and precise information becomes available more quickly for allowing for faster preventive and corrective action.

The bottom line is this: any procurement system would be considered inefficient without a proper method of determining whether the contract is properly fulfilled. Procurement efficiently depends on some degree of complexity of delivery requirements and the capability of suppliers to meet the obligations with a minimum of intervention on the part of the procurement organization. In all probability, most transactions will be completed without a problem; however, there are always a few cases that will become a source of frustration for all concerned and may result in additional cost. A sound administrative system will keep the number of expectations to a strict minimum and help solve problems when they arise.

The National institute of Government Purchasers (NIGP) has produced a separate text entitled contract administration 2nd edition, (Davison & Wright, 2007) which focuses exclusively on the role of public procurement in managing the contracting function. This separate text emphasizes the planning and implementation phases of contract administration, the role and responsibility of contract administration team, contract administrative activities, inspection and acceptance, contract modifications, delays in performance dispute and appeals, payment, and contract termination.

2.12 Assessing Contract Risk

It is important to consider the key variables that are significant during the formation of the contract because it might generate into harmful variables if not considered in the initial stages of the contract. The reality is that the planning stage of procurement process (phase one of the procurement cycle) establishes the basis of administering a contract. In view of this, the end-user and public procurement officials should reach agreement in several important areas that impact contract administration including the identification of contract risk and establishing the risk management aims. Different people with different intent and even specialty might access the contract documents, it becomes important for the risk management team to undertake a comprehensive study which is simple and clear to understand. Implicitly, suggesting that, in avoiding disagreement in the terms of the contract writers should be mindful about the words adapted for the contract and even go to the extent of providing an interpretation to the key terms in the contract document.

Disagreement emanating from issues like, what is means to have underperformed, how and when service should be delivered, contract requirements, and line of authority as far as the contract is concerned. The contract will further develop complications during the stages of addressing disagreement in the contract. Instance, is addressing a disagreement with regard to the terms of the contract and the contractor has already executed a tasked in relation to the term under dispute. It becomes more difficult to ascertain who bears the cost or who should have ensured it. In view of that, procurement practitioners should make it as a matter of fact to design contracts to avoid misinterpretation and misunderstanding in the perspective of the contractor. It is then necessary to understand that, every contract has its own

inherent risk whether to purchase goods, services of an individual or works. Contracts aims should be established by procurement entities to serve as a guide in managing contractual related risks. Six (6) prominent risks were identified by Abi-Karam (2001) and recommended that all contract should be evaluated against the following risk components;

2.12.1 Proposal risk: The Legal Document of Purchase

The starting point of any government contract is the bid or proposal document to which the supplier responds with an offer to furnish needed goods and services. If the proposal by the suppliers does not comply with the stated requirement or the government or the government's terms and conditions, the entity is at risks for unsatisfactory delivery, claims, delays and legal action. The solicitation and contract language must be clear and concise. Because the court relies on the contract document in terms of any dispute and interestingly, the court apply its understanding in the interpretation of the terms in the contract. Although, it might consult experts in the subject matter. Any expectations by the supplier in its response to the government's contract language must be reconciled by the parties in the final document. There is a perception that, "book does not lie", procurement practitioners should prepare the contract documents with the mindset of preventing any confrontation in execution stage of the project. Since the writers of the contract documents know what they want, in terms of a disagreement, the document will be interpreted in the advantage of the contractor who did not prepare the contract document. Which makes the contract a fair playing ground.

2.12.2 Insurance risk

All contracts have a risk component which can be translated into monetary terms, in view of that, it is important to protect the client from any financial and even the contractor as well. Contracts should be exhaustive enough it emphasize on the common grounds and set of responsibilities for each party, as well as provision for insurance requirements, bonds and licensing. There should also be language addressing data privacy, indemnity, non-discrimination, equal employment opportunity, and the role of independent contractors and sub-contractors.

2.12.3 Schedule Risk

Contract should be clear enough to define the key deliverables, specification and the expected duration of the project.

2.12.4 Contractual Risk

The binding agreement between two parties have been said to constitute a contract. As matter of fact, the contract documents is the living epistle of the contract. Moreover, the roles and responsibilities of the projects stakeholders should be indicated.

2.12.5 Performance Risk

Performance is an important role in determining the state of the contract. Performance is mostly determined through the agreed principles of the contract. These principles clearly defines the roles and responsibilities of the parties involved in the contract. Although, individual parties are obliged to perform a specific tasks, it

ends up making the contract a success upon paying due diligence to specific responsibilities.

2.12.6 Financial Risk

Every comprehensive contract document spells out the expected payment plan of the contract and even what merit the payment. For instance in the construction sector, payments are made to the contractor when the consulting firm issue a certificate of works done. Moreover, based on the basis of progress report, payment can be made to the relevant party.

2.13 Key Functional Responsibilities for Contract Administration

In procuring goods or services, the department in need plays an influential position and mostly involved in the contract directly. However, procurement practitioners are also involved whether or not their department is in need of the said goods or services, their expertise in procurement related issues although the procurement and organizational structure determines the involvement of these specialist. The expected responsibilities of these specialist should be stipulated to ensure a harmonious management of the contract. (Pitzer and Thai,2009)

2.13.1 Delivery Follow-up and Expediting

The importance of the delivery schedule, identified in a purchase order or a contract, must be emphasized to suppliers. Delivery requirements must be clearly spelt out and fully understood by all contract participants. Purchasers usually express delivery requirements in terms of calendar days from specific date or from a transaction, such as the receipt of an order by supplier. The place for delivery and the delivery time

schedule , penalties for non- delivery or for late deliveries (if applicable) the F.O.B. special delivery arrangements after normal working hours, are kinds of information's that must be detailed and clearly expressed in the contract. In other words, any doubt or possible misinterpretation must be eliminated before proceeding with the contract. Many orders are now placed by telephone or fax. In some organizations, the internal requisition has become the only procurement document for small dollar value acquisition, eliminating the need for a more formal purchase order. The use of purchase credit cards is also growing and as a result, the number of purchase orders and separate contract is diminishing. Electronic ordering systems are also in operation in many organizations to transmit purchase request via the internet without using paper orders. Regardless of the methods used to place orders, there is always a need to identify delivery arrangements – Although then terms “follow up” and “expediting” are often used interchangeably and have the same basic objectives, they nevertheless, have different meanings. Follow up of an order involves the regular communication with the supplier to review the status of a transaction. It is the monitoring of a promised deliver schedule to assure compliance by the supplier. Expediting on the other hand is an attempt to improve (reduce) the contractual agreed delivery time or schedule. When follow up efforts have failed and deliveries have become delinquent, purchases have the following options

1. To authorize additional time for delivery
2. To explore alternate transportation agreements
3. To cancel the contract and place another elsewhere
4. To accept the substitution offered by the vendor

Several factors need to be considered prior to deciding which of the above option is best, including:

1. The needs and the expressed requirements of the users
2. The amount of discretion or degree of control available to the supplier to solve the problem; for instance, if a strike is paralyzing the manufacturing plant, the supplier may have much control over deliveries of goods
3. The availability and net cost of the item(s) if purchased elsewhere
4. The time required to receive the items if reordered from another supplier

2.13.2 Receiving and Inspection

The objective of receiving and inspection is to ensure quality- to verify that the goods, equipment's or services conform to specification and other contractual requirements. The procurement organizations should have authority over receiving and inspection with delegation of the actual tasks to the end user. The central procurement office must have both standard procedures and standard forms to use for receiving and inspection.

Even with the increasing use of the more modern methods of verifying the quality of materials purchased, the traditional incoming inspection (receiving) function is still in operation in most organizations. Generally, a paper copy or an electronic version of purchase orders or contracts is forwarded to the receiving and inspection unit of an organization to inform that materials will be shipped from suppliers. In some cases, the receiving and inspecting units are separate entities. The purchase order or contract should identify the inspection that will be required.

Some large governmental entities have inspection staff located within the central procurement office. This staff helps the organization in inspection and testing, makes periodic spot checks, and does the inspections on major procurements or designated items. As a rule, the central procurement office delegate most of the receiving and inspection task to users, but is available to help whenever necessary. It trains using agency personnel's in inspection techniques and communicates with us via policy and procedure. The inspection function has three categories;

1. In-process inspection. In-process inspection occurs at the supplier's sight while work is in progress to ensure "work-to-date" complies with specifications and contractual agreements
2. Receiving inspections. Receiving inspections is inspection of purchased items at the organization's sight after the supplier delivers them to ensure compliance with specifications and contractual agreements
3. Final inspection. A final inspection is an examination of an item to ensure that it conforms to all applicable specifications and requirements before making final payment. This inspections is usually occurs in contraction, customized heavy equipments, complex systems and service contracts.

When a technical inspection is required, the organization must decide to either use 100% inspection or sampling inspection, which is based either on attributes or variables. Attributes inspections is either-or proposition, i.e. an item is either acceptable or unacceptable because it lacks specified characteristics. Variable inspections are acceptance within certain tolerance, i.e. the item is acceptable or unacceptable based on the predetermined factors. The choice of either type

inspection should be based on how critical the quality characteristics are and economics of inspection. Most purchasers conduct inspection on attributes basis. These inspections are quicker and generally less expensive than those based on variables.

2.13.3 Testing

When more complex material or equipment is ordered and delivered, it may be necessary to carry out technical specification, which may include testing. This type of inspection is normally performed either on a sampling basis or on the entire lot. If the materials fail to meet specification, it is rejected at that point and the purchaser is immediately notified. The purchaser then initiates the necessary corrective action.

Testing is an expanded facet of the inspection procedure. A variety of tests may be conducted as a requirement for determining the goods meets the criteria stipulated in the specifications. Testing can be very sophisticated and time consuming, necessitating technical equipment, laboratories and skilled personnel.

2.13.4 Quality Assurance

According to Pitzer and Thai (2009), Defect-prevention strategies are more effective than defect detection approaches. Prevention methods use statistically analyzed data and control process control (SPC) - it actually occurs (prevention) - making it possible to control quality before the fact and improve productivity. When these causes are identified, they can correct and the process can be stabilized. A statistical process control system is one of the key building blocks used in implementing a strategy of “continuous product or service improvement” which is the focus of quality management in today’s government environment.

2.14 Documentation of Acceptance or Rejection

Whenever an inspection is performed, all reports to properly support claims or actions must be thoroughly documented. Forms for this purpose may be a part of the purchase order or the contract. It is also appropriate to develop a form or report used solely for recording the results of the inspection. It is obvious that sufficient time to be set aside for an inspection of the goods promptly on arrival, including time and conduct any required tests set forth in the specifications.

There are several inspection and test requirements of goods. A properly designed inspection/testing form may be an informative label designating goods that have been inspected and accepted and or rejected. A copy of the report should normally be used for the receipt and substantiation for payment of the goods.

Certain steps must be taken to inform and to protect the rights of the suppliers as well as those of the purchaser in situations where goods are rejected, regardless of the reasons. Reasons for rejection must be listed and should be referenced to the specific requirements of the contract. It is important to summarize the reasons for rejection and place a copy of the documents in the suppliers file for future reference and evaluation purposes.

2.14.1 Non Performance

A supplier who does not meet any requirement of the specification should be cited for non-performance. A decision to proceed with a non-performance citation will likely cause serious problems to a supplier, and as a result, the evaluation must be

based on the circumstances applicable to each violation. Purchasers who encounter situations of non-performance by a supplier should consider the following actions;

1. Exercising the rights afforded by the performance bond and or liquidated damage clause, if applicable
2. Obtaining the needed item(s) from another source and charging the delinquent supplier the difference in cost
3. Terminating the contract for convenience and mutual consent are two additional reasons for terminating a contract. One key factor in the decision is to determine whether the item(s) can be obtained from another source within accepted time and cost limits.

2.14.2 Breach of Contract

According to Pitzer and Thai (2009), it is important to understand the generally accepted common law doctrine of substantial performance. This doctrine asserts that a trivial failure of performance on the part of a supplier does not permit a purchaser to avoid the obligation of payment, but it would enable a reduction for damages caused by the defective performance of the supplier. A contract is breached when a party to it is supposed to perform immediately under the contract terms but does not. The effort of breach is to give the other party a legal basis to pursue monetary damages or other remedies. Generally, if the breach is major, all legal remedies, including cancellation of the contract, can be applied. If the breach is minor, more limited remedies are available and the contract may not be canceled. It is a minor or trivial breach a late shipment, minor damages or a non-critical shortage in quantity.

2.15 Efficiency Verses Effectiveness

Extensive reports that are never accessed offer no value to the processes and procedures of procurements. With the accessibility and power of automated procurement systems, most report are generated and delivered only electronically, only on demand, and tailored to the specific procurement official or management needs. Effectiveness can be defined as the degree of success in meeting the primary objectives of the central procurement office. These are higher-level objectives relating to overarching aims, such as support to minority vendors, reduces of operating cost, client satisfaction, or support for environmental programs. Reports consist of measurement against defined targets.(pitzer and Thai,2009)

Effectiveness and efficiency measures are translated into metrics or performance measures. Good performance measures need to be meaningful for all participants (procurement officials' clients and suppliers) in terms of the higher- level objectives of the central procurement office, or else they will lose their impact. Similarly, they should be fir, easy to collect, consistent, and objective. They must also lead to demonstrable action.

2.16 Contract Management and the Procurement Lifecycle

Five stages have been identified in the life of the procurement process, these can be group into two main phases thus, the initial and the actualization phase. All activities done on or before the contract stage falls in the category of initial phase whilst the actualization stage is the management stage of the contract as shown in Table 2.1

Table 2.1: Contract Management in the context of the Procurement Lifecycle

Identify need and planning	Tender and quotation process	Evaluation of offers and negotiation	Contract award	Contract management
<p>Successful contract management is significantly dependant upon what happens during the planning, tendering, evaluation and award phases</p>				<ul style="list-style-type: none"> •Planning phase •Contract establishment •Contract administration •Contract management roles and responsibilities •Managing relationships •Performance management •Negotiate contract variations •Managing contract disputes •Ethical business conduct •Contract completion

Municipal Association of Victoria (2015)

The contract management phase of the procurement life cycle often receives the least attention and effort until problems arise. The importance of the contract management phase is further reinforced when we consider where the output of the procurement project occurs – the delivery of the required goods or services.

2.17 Organisational Requirements for Effective Contract Management

The organizational structure should create the avenue of awarding good practices of staff. Such will encourage them to use the best approach to addressing issues. Moreover, a holistic approach should be developed in enforcing all types of contract.

2.18 Key Organisational Elements for Consideration

2.18.1 Leadership

Every organization derives its vision and mission from their leadership. Leadership style for organizations are to be considered before venturing into any contract. In as much as contract administration is a rehearsed activity it requires leaders who have visual ideas of the project and the capability of making crucial decisions as far as the contract is concerned.

2.18.2 People and Skills

The contract is as successful as the people spearheading it. It implies that, specific expertise are required in managing a contract. And in view of that, there should be consistent training for staff of the management firm. Clear responsibilities should be formulated to help staff to know their specific roles. Moreover, resources should be made available to staff.

2.19 Processes, Documentation and Technology

Documentation is important to the contract because it serve as a reference point for future contracts. Documentation of contract is supported with processes and procedures.

2.20 Contract Management Planning

Contract planning actually starts during the planning stage of the goods and services to be procured for an institution and continues during the evaluation stage of the contract. Meanwhile the actual contract is experienced after the contract is awarded.

2.20.1 Contract formation

The management of a contract start from need. Because the contract agreement suggest that each party is expected to fulfil a role, but the contract is initiated by the individual or institution that requires the service of the other. Activities such as planning, scope development, specifications, the procurement method and roles and responsibilities are determined at this pre stage of the contract.

2.20.2 Contract Approach

Every contract has its own defined approach. Contract documents are designed and packaged for the for each contract addressing issues such as the value of the contract, scope, risk management practice as far as the contract is concerned, management of the supplier in terms of goods procurement and strategic plan for the contract. In as much as the other issues raised are important, risk management is also very crucial for the contract because inability of the originator of the contract to undertake risk management exercise means a disaster for the contract. The human resource capability required for the contract should be carefully assess and evaluated because the running of the contract is coordinated by human beings. Moreover, the performance of the supplier should be reviewed based on their past experience with other clients.

2.21 Contract Management Best Practices

2.21.1 Mobilization of Contract

Mobilization of contract is the activities undertaken after the award of the contract before the execution of the project itself. Contract mobilization forms the basis of implementing the plan of the contract. While the written contract is a record of each party's obligations, it is not designed as a day to day operational management document for the contract. This is the role of the Contract and Supplier Management Plan. While the Contract and Supplier Management Plan should be agreed and formalised following contract negotiation, it should also act as a living document that continues to be updated throughout the life of the contract.

The Contract and Supplier Management Plan should assign people, time and resources to the contract management process. Early meetings with the supplier should seek to ensure that the Contract Management Plan is aligned between Council and the contract provider.

2.21.2 Contract Administration in perspective

In every contract, there is a governance system of the project which is termed as administration. Actually, the governance of contract is seen in the contract documents because it entails every bit of what is required in the contract. A very welcoming characteristic of contract governance is its ability to ensure probity and accountability and such is achieved by recording every transactions and instructions issued during the course of the contract.

2.21.3 Responsibilities and Roles of contract management

Table 2.2: Roles and Responsibilities of Contract Manager

Responsibilities	Manager' Role	Procurement Role
Supplier Management	<ul style="list-style-type: none"> managing supplier on daily basis during the period of the contract Perform regular operational meetings with supplier solve all problems pertaining to the contract track and monitor key performance indicators 	<ul style="list-style-type: none"> Contract should be signed All stated regulation should be complied with
Invoicing and Payment	<ul style="list-style-type: none"> Ensure invoices comply with contracted rates Ensure supplier receives payment at the right time Invoice disputes and dispute resolution 	<ul style="list-style-type: none"> Ensure compliance to invoicing policy and follow due process in making payment Manage contract related payment disputes
Contract Administration	<ul style="list-style-type: none"> Participate in the establishment of and understand the operation of the Contract and Supplier Management Plan Place purchase requisitions Organise work requests Advise the Procurement Team of any changes in scope/product/service supplier 	<ul style="list-style-type: none"> Establish and reconfirm the Contract and Supplier Management Plan Process purchase requisition and issue PO Ensure a contract file is maintained that meets audit requirements Negotiate changes in scope/product/service and associated terms and pricing in consultation with the contract manager
Compliance and Monitoring	<ul style="list-style-type: none"> Comply with contract terms Engage with Procurement and or supplier to resolve supplier/end-user generated complaints regarding contract compliance 	<p>Ensure two-way communication with the supplier. Facilitate resolution of unresolved issues that occur in between review meetings by bringing the Business Owner & Supplier together to solve issues</p> <ul style="list-style-type: none"> Ensuring agreement on action plans between the Business
Continuous Improvement	<ul style="list-style-type: none"> Formulate, implement and monitor improvement plans stemming from regular contract review meetings and noncompliance issues to ensure supplier is performing at expected levels/KPI's 	<ul style="list-style-type: none"> Facilitate improvement plans stemming from regular contract review meetings to ensure Supplier performing at expected levels/KPI's
Contract Review – Lessons Learnt	<ul style="list-style-type: none"> Participate in strategic contract review to determine future of contract at expiry 	<ul style="list-style-type: none"> Facilitate strategic contract review meetings to determine future of contract at expiry (e.g.: contract extension, new tender process etc.)

Municipal Association of Victoria (2015)

2.21.4 Relationship Management

A softer ingredient for a successful contract is relationship. There are different relationships established within a contract, it can be working relationship or contractual relationship. Relationship can be started from the beginning of contract formation because the complexity or value of work within the contract compels the initiator assist the service provider.

2.21.5 Performance Management

The idea of performance management is to achieve value for money and importantly ensure that, parties to the contract delivers their part of the contract in an ideal manner. Developed frameworks for performance management should include KPIs which will be the bench mark. Performance management should be undertaken during the life of the project.

2.21.6 Contract Monitoring

A necessary role of contract management is the ability to constantly know the status of the contract at any point in time. This makes it important to report and develop strategies of knowing the state of the contract and such is addressed through monitoring. However, an effective way of achieving monitoring is by developing Key Performance Indicators (KPIs) which will be used to assess the monitoring of the project.

2.22 Negotiate Contract Variations

Due to the inability to forecast or visually imagine the contract environment, there is always the probability that an amendment should be done the contract and such

describes the concept of variation in contract. Any change agreed by parties to a contract is termed as variation of contract, this might have resulted based on environmental, technical or geographical challenges. However since, variations are not considered in the actual plans of the project, it is likely to negatively affect the set objectives of the contract for example delay in project duration, over-spending on project and even compromising on quality. Examples of variations include:

1. Amendment in the contract scope
2. Diversion in the original contract plan
3. Using different resources or specified resources
4. Reviewing and updating rates.
5. Claim management arising of contract

Actually, the triggering factor for variations should be well documented to serve as a guide for future contracts. Importantly, it is beneficial to the parties to the contract to formulate a comprehensive plan towards how, when and why to undertake or endorse any issues prompting for a variation order.

2.23 Managing Contract Disputes

Unresolved disagreement between parties of the contract normally generate into dispute which ends up affecting the objectives of the study. With the introduction as the basis, any issues which is directly opposite to what is documented in the contract documents is likely to generate into a dispute and even those that pops out during the tenure of the contract. It is very important to note that, during the initial stage of the

contract planning likely contractual issues should be considered and a contingency set aside for it.

Conversely, during conflict in contracts, it behoves on the contract manager to safeguard the client. Actually, a proper dispute resolution should be put in place to address such situation. Dispute resolutions approaches such as negotiation, arbitration, litigation and mediation can be employed.

CHAPTER THREE

RESEARCH METHODOLOGY

3.1 Overview

Every research work requires a detailed approach which act as a guide in collecting relevant information, scientifically proven procedures and forms the basis of the study. This chapter address the methodological approach on how the study was conducted.

3.2 Research Design

Babbie and Mouton (2001) earlier posited that there is the need to formulate a plan that guides the researcher in his work and such can be called as the research design. The research design is used to specify the link or connection existing among the variables of the research. A case study approach was used for soliciting information from the procurement department, project department, stores department and other department of University of Professional Studies, Accra.

3.3 Population and Sampling

3.3.1 Target Population

As Burns and Grove (1999) noted, a population also called the target population refers to the “individual, objects or substance that qualify by meeting the set criteria for inclusion in a study. The target population was staff from five administrative departments of the University made up of the Procurement, Project, Stores, Audit and Finance Department. The focus of this study is to assess the effectiveness of oncontract management practices in University of Professional Studies, Accra and as

such it was essential that the researcher contact personnel who are involve in contract management activities and therefore qualify to answer the research questions. These five departments were chosen because they are mainly involved in contract management activities of the University.

3.3.2 Sampling Size

According to Saunders et al. (2007), the size of the sample and the way in which it is selected will definitely have implication for the confidence you have in your data and the extent to which you can generalize. The sample size of the study was Twenty Five staffs selected from five departments made up of Procurement, Project, Stores, Internal Audit and Finance departments of the University. This sample size was drowned from a total population of Forty (40).The remaining fifteen staff were not included in the study because they do not have enough working experience to provide information for the research work.

3.3.3 Sampling Techniques

According to European International Journal of Science and Technology, (2014). Sampling can be defined as the selection of a group from the total population to make the task of survey less expensive and more manageable. In order for the researcher to arrive at the objectives of the research work, a non-probability sampling technique, such as purposive and convenient sampling was adopted. These sampling techniques were adopted because staffs from the selected departments spearhead the activities of contract management in the university and well-versed contract management related issues.

3.4 Data Collection Techniques

According to Burns and Grove (1999), data collection is a process of gathering information using questionnaires, interviews or observation. In this study, data collection was done by using questionnaires and interview.

3.4.1 Secondary Data

According to Kothari, (2004) indicated that, information retrieved from existing database or information collected from existing works is described to be a secondary data. The secondary data of the study by the researcher were sourced from books, internet, journals, and articles in newspapers and magazines related to subject area. These data forms the basis of the literature review section through which critical issues can be raised, even forms the problem statement of the study and also used during the discussion stage of the study.

3.4.2 Administering of the Research Questionnaire

The researcher personally administered the questionnaires to the staffs. Staffs were allowed enough time to respond to the questionnaire. The questionnaires were then retrieved from the respondents through personal contact procedure.

3.5 Data Analysis

Data analysis was done using descriptive statistics. According to Huysamen (1990), descriptive statistics allows the researcher to present the data acquired in a structured, accurate and summarized manner. Statistical Package for Social Science (SPSS) as well as Microsoft excel were used in analyzing the data to obtain descriptive statistics mainly in the form of frequencies and percentages for easy interpretation.

3.6 Pre Test

There was a pre – testing of questionnaire to check the reliability and validity of the data collection instrument. There was a coco naissance study in order to pre – test the instruments. This stage revealed the suitability of the methods and instruments that were employed in the study.

This helped in the early detection of errors and distortions in the questionnaires which were corrected in the process. It also helped the researcher to familiarize himself with the research environment and also offered the opportunity to practice research in real situation before the main study began (Sarankos, 1998).

CHAPTER FOUR

ANALYSIS AND DISCUSSION OF RESULTS

4.1 Introduction

The chapter focuses on the analysis of data gathered from the field with the aid of questionnaires and interviews. Collection of data for this study was centered on the staff in Procurement, Project, Stores, Audit and Finance Departments of the University of Professional Studies (UPSA). It explored the problems that the institution faced in ensuring effective contract management practices. In addition, the chapter looks at the data analysis and the interpretations of the data gathered on how effective in the performance of its contract management activities in University of Professional Studies, Accra.

4.2 Respondents Demographic Characteristics

4.2.1 Response Rate of Questionnaire

A total of twenty –five questionnaires were dispersed to the target respondents. The result as displayed in the Table 4.1 shows the rate of questionnaires returned. The questionnaires were said to be responsive where all the questions in relation to the research topic were completely answered. The result indicates that twenty questionnaires were returned representing 80% and as well classified as responsive. The result also shows that the responses were largely from procurement and project officers which forms 60% of the responses gathered for the study.

Table 4.1: Detail of respondent response rate

Group of Staff	No. of Questionnaires Distributed	No Returned	Rate (%) of return	No. Responsive	Percentage Responsive
Procurement	8	7	87.5	7	87.5
Project	6	5	83.3	5	83.3
Stores	4	3	75.0	3	75.0
Audit	4	2	50.0	2	50.0
Finance	3	3	100.0	3	100.0
Total	25	20	80.0	20	80.0

Source: Researcher's Field Data, 2015

4.2.2 Position of Respondents

The result as displayed in Table 4.2 Indicates the various positions held by the respondents. The survey identified fifth teen senior positions.

Table 4.2 Position of Respondents

Positions of Respondents		Frequency	Relative Percent	Valid Percent	Cumulative Percent
Valid	Procurement Officer	1	5	5	5
	Senior Procurement Assistant	3	15	15	20
	Procurement Assistant	2	10	10	30
	Chief Procurement Assistant	1	5	5	35
	Deputy Director of Works	1	5	5	40
	Assistant Engineer	1	5	5	45
	Infrastructure Planner	1	5	5	50
	Principal Works Superintendent	1	5	5	55
	Senior Works Superintendent	1	5	5	60
	Assistant Registrar, Stores	1	5	5	65
	Senior Store Superintendent	2	10	10	75
	Internal Auditor	1	5	5	80
	Audit Assistant	1	5	5	85
	Deputy Director of Finance	1	5	5	90
	Accountant	2	10	10	100
	Total	20	100	100	

Source: Researcher's Field Data, 2015

The breakdown of the result indicates that 15% (n=3) were Senior Procurement Assistants followed by two Procurement Assistants, Two Senior Store Superintendent and two Accountants with each representing 10%. The rest are five percent each such as (1) Chief Procurement Assistant representing (5%), one (1) Senior Works Superintendent indicating (5%), one (1) Procurement Officer representing (5%), and one (1) Assistant Registrar for stores representing (5%) etc. Majority of the respondents were from procurement and Project departments and these staff are major players in procurement and for that matter contract management. The findings are indication that majority of the respondents were senior staff. This assertion was therefore critical to the quality of information gathered

4.2.3 Level of Education

The respondents were asked to indicate their level of education which was displayed in the Table 4.3 below. For any institutions to perform effectively, the level of education of staff is very important. This would determine the quality of output and contributions an employee can make to their institution.

Table 4.3: Highest educational level of respondents

Response	Frequency	Percent	Valid Percent	Cumulative Percent
HND	2	10.0	10.0	10.0
First Degree	6	30.0	30.0	40.0
Valid Master's Level	10	50.0	50.0	90.0
Others	2	10.0	10.0	100.0
Total	20	100.0	100.0	

Source: Researcher's Field Data, 2015

The result as shown in Table 4.3, revealed that ten (10) of the respondents were holding master's degree which constitutes 50%, followed by six (6) of the respondents with first degree representing 30%, two (2) of the respondents were HND holders, the remaining two (2) had other qualifications which together constitutes 20%. This means that, the respondents selected have a blend of academic qualifications and can provide enough information on contract management practices at UPSA.

4.2.4 Years of Working Experience

Table 4.4: Professional working experience with the institution (UPSA)

Years	Frequency	Percent	Valid Percent	Cumulative Percent
1 - 5 years	8	40	40.0	40.0
6 - 10 years	10	50	50.0	90.0
11-15 years	2	10	10	100
Total	20	100.0	100.0	

Source: Researcher's Field Data, 2015

Table 4.4 shows that out of the twenty respondents surveyed, Ten (10) of the respondents indicating 50% has Professional working experience between (6-10 years) with the university, whiles Eight (8) of the respondents indicating 40% has Professional working experience of (1-5 years) with the university. This implies that the respondents are capable and experienced enough to provide the necessary information for the study.

4.3 Relevance of contract management best practices in UPSA

The respondents were asked to rank the relevant best practices identified using the four Likert scales such as 1= Not Relevant, 2 = Less Relevant, 3 = Relevant and 4=Highly Relevant. The result is as displayed in the Table 4.5 below.

Table 4.5 Relevance of contract management best practices in UPSA

Question	1	2	3	4	Percentage Total
Contract managers are involved in writing solicitation, negotiating contract, managing contract and contract closeout	5.3	10.5	36.8	47.4	100
The Contract Management Guide serves as a roadmap to guide the contracting process	5.3	10.5	42.1	42.1	100
Good contract management record keeping	11.1	5.6	33.3	50	100
Adherence to the agreed terms of the contract by all parties	5.3	5.3	36.8	52.6	100
Active collection of "lessons learned" and "best practices" are leveraged for continuous improvement	10.5	10.5	52.6	26.3	100
Contracting decisions involve all relevant parties	5.6	11.1	33.3	50	100
Contract management team members remain engaged through entire process	10.5	26.3	31.6	31.6	100
Dispute resolution or contract issue procedures clearly defined	5.3	21.1	36.8	36.8	100

Source: Researcher's Field Data, 2015.

- **Contract managers are involved in writing solicitation, negotiating contract, managing contract and contract closeout**

From Table 4.5, (47.4%) and (36.8%) of the respondents totaling (84.2%) stated highly relevant and relevant respectively. The respondents are of the view that contract managers are involved in writing solicitation, negotiating contract, managing contract and contract closeout. On the other hand, (15.8%) of the respondents stated that contract managers involvement in writing solicitation, negotiating contract, managing contract and contract closeout are less relevant and not relevant at all.

- **The Contract Management Guide serves as a roadmap to guide the contracting process**

From Table 4.5, (42.2%) and (42.2%) of the respondents totaling (84.2%) stated highly relevant and relevant. The respondents are of the view that contract Management Guide serves as a roadmap to guide the contracting process for contract management best practices in UPSA. On the other hand, (15.8%) of the respondents are of the view that contract Management Guide as a roadmap to guide the contracting process is less relevant or not relevant at all. This means that majority of the respondents agreed.

- **Good contract management record keeping**

Record keeping is very important for any institution. It provides a reference point for future decisions. The Table 4.5, shows that 83.3% of the respondents stated that the institution has a good record keeping system but 16.7% of the respondents disagreed

- **Adherence to the agreed terms of the contract by all parties**

From Table 4.5 (52.6%) and (36.8%) of the respondents totaling (89.4%) are of the view that adherence to the agreed terms of the contract by all parties are highly relevant and relevant respectively. On the other hand, (10.6%) of the respondents are of the view that adherence to the agreed terms of the contract by all parties are less relevant or not relevant at all.

- **Active collection of "lessons learned" and "best practices" are leveraged for continuous improvement**

With regard to active collection of “lessons learnt” and best practices”, (62.6%) and (26.3%) of the respondents totaling (88.9%) are of the view that “lessons learned and “best practices” leveraged for continues improvement are highly relevant and relevant whiles (21%) of the respondents are in disagreement. Therefore, majority of the respondents are in agreement that "lessons learned" and "best practices" are leveraged for continuous improvement by the University.

- **Dispute resolution or contract issue procedures clearly defined**

Majority of the respondents totaling (73.6%) indicated that dispute resolution or contract issue procedures are clearly defined. On the other hand, (26.4%) of the respondents stated that dispute resolution or contract issue procedures are less relevant or not relevant at all. The finding is an indication supporting the fact the UPSA knowing the impact of dispute on contract deliverables provided clearly defined provisions to avoid escalation of disagreements

Table 4.6: Does your department have standard contract management manual?

Respondent	Frequency	Percentage (%)
Yes	9	45
No	11	55
Total	20	100

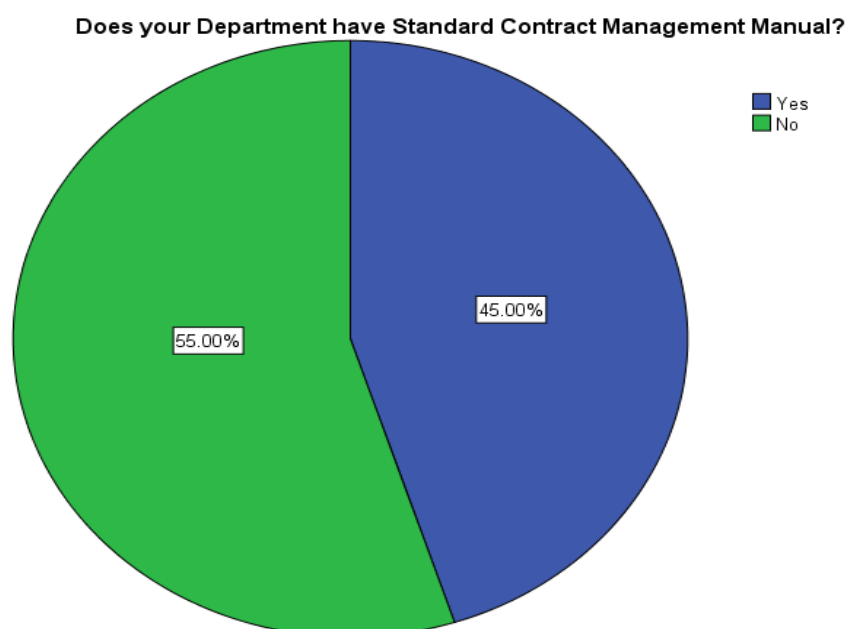


Figure 4.1: Does your Department Standard Contract Management Manual

Source: Researcher's Field Data, 2015

Figure 4.4.1 above shows that nine (9) of the respondents which represents 45% agreed that the department has standard contract management manual, while 11 of the respondent indicating 55% say that they are not aware of any standard contract management manual. This means that majority of the staff has no access to standard contract management manual.

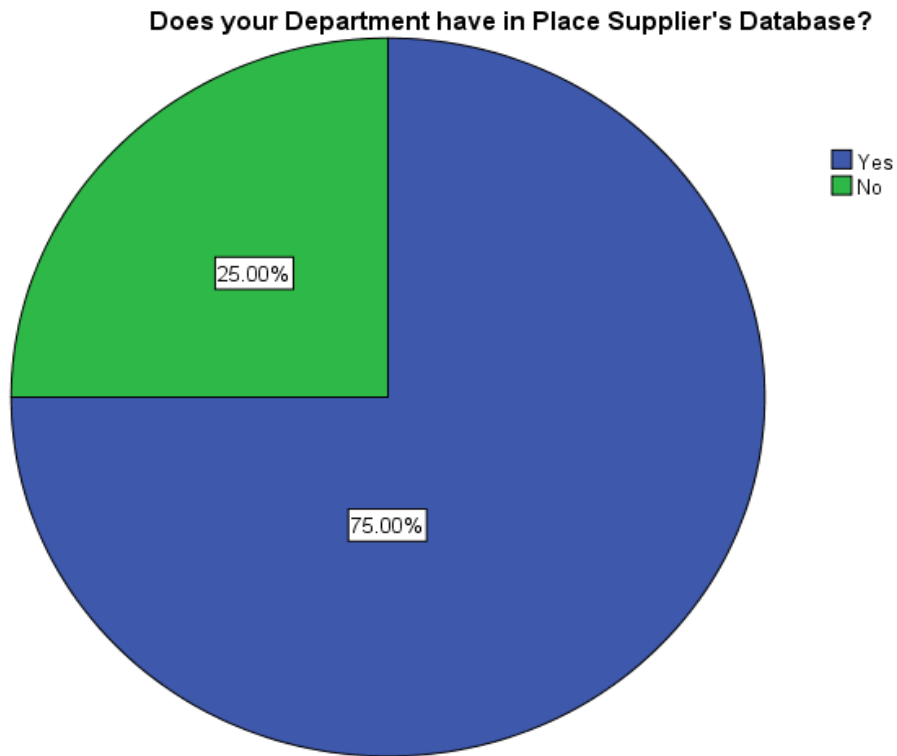


Figure 4.2: Does your Department have in Place Supplier's Database

Source: Researcher's Field Data, 2015

The respondents were asked whether the department have in place supplier's database for effective contract management practices. From the answered questionnaires, 15 of the respondents say 'Yes' representing 75%. This simply means that majority of the respondents are of the view that the department has in place supplier's database for effective contract management practices.

4.4 Adherence to Contract management activities by UPSA

The respondent were ask to indicate the level of adherence to contract management activities in University using a Scale as follows: 1 = Never, 2 = Seldom, 3 =Sometimes, 4 =Most of the time 5= Always. The breakdown of the result is indicated in the table 4.7 below.

Table 4.7: Ranking of Institutional Adherence to Contract Management

Activities?

Question	1	2	3	4	5	Percent Total
Is contract management policies, procedures and rules systematically reviewed and improved by your institution?	10.6	-	52.6	36.8		100
Is there a risk management plan in place for the contract management activities that includes a risk mitigation plan?	5.3	31.6	21.1	31.6	10.4	100
An evaluation of the overall performance of a contract conducted and fed back into the procurement system and management process by your department?	15.0	10.0	40.0	25.0	10.0	100
Are contract time extensions negotiated / agreed upon before the expiration date of the contract?	10.5	15.8	15.8	31.6	26.3	100
Contracts include clear dispute resolution procedures that provide for an efficient and fair process to resolve during the performance of a contract	-	5.3	21.1	36.8	36.8	100
Efforts are made to resolve disputes through negotiation or mediation	-	-	15	63	21	

Source: Researcher's Field Data, 2015

From the table, the respondents were asked how they would rate the institution in their adherence to Contract Management practices.

- **Is contract management policies, procedures and rules systematically reviewed and improved by your institution?**

It was revealed that 89.4% of the respondents agreed that contract management policies, procedures and rules are sometimes systematically reviewed and improved by the institution whilst 10.6% of the respondents disagreed.

- **Is there a risk management plan in place for the contract management activities that includes a risk mitigation plan?**

The respondents were asked if their institution has in place a risk management plan for their contract management activities that includes a risk mitigation plan. It was found out that 94.7% of the respondents agreed that there is risk management plan for contract management activities that includes a risk mitigation plan. Whilst, 5.3% of the respondents are not in agreement. This implies that when contract risk is identified during contract management it can be managed.

- **Are contract time extensions negotiated / agreed upon before the expiration date of the contract?**

The respondents were asked if contract time extensions are negotiated and agreed upon before the expiration date of the contract. It was found out that

89.5% of the respondents agreed that contract time extensions is negotiated and agreed upon before the expiration date of the contract.

- **Efforts made to resolve disputes through negotiation or mediation**

The study also sought to find out efforts that are made to resolve disputes through negotiation or mediation. It was revealed that 100% of the respondents agreed that efforts to resolve disputes through negotiation or mediation are in place.

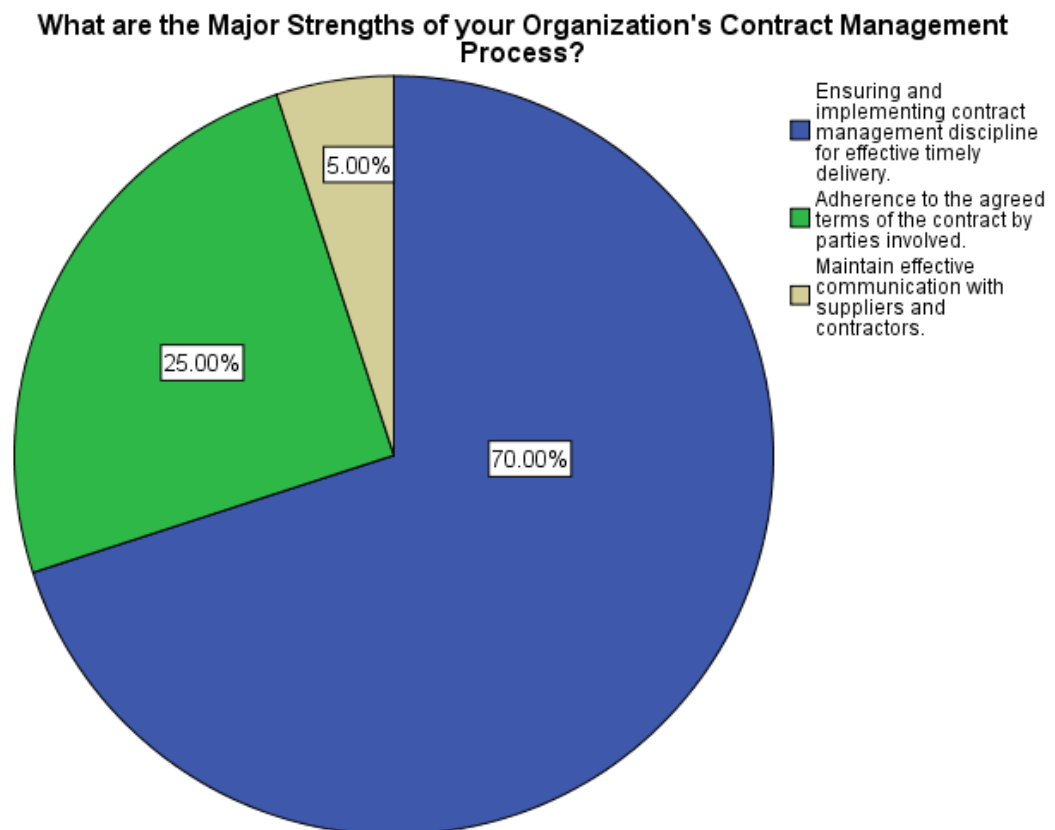


Figure 4.3: What are the Major Strengths of your Organization's Contract Management Process

Source: Researcher's Field Data, 2015

From the above figure, fourteen (14) out of twenty (20) respondents representing 70% are of the view that ensuring and implementing contract management discipline for effective timely delivery is the major strength for UPSA effective contract management practices.

Also, respondents indicated that adherence to the agreed terms of the contract by all parties representing 25%.

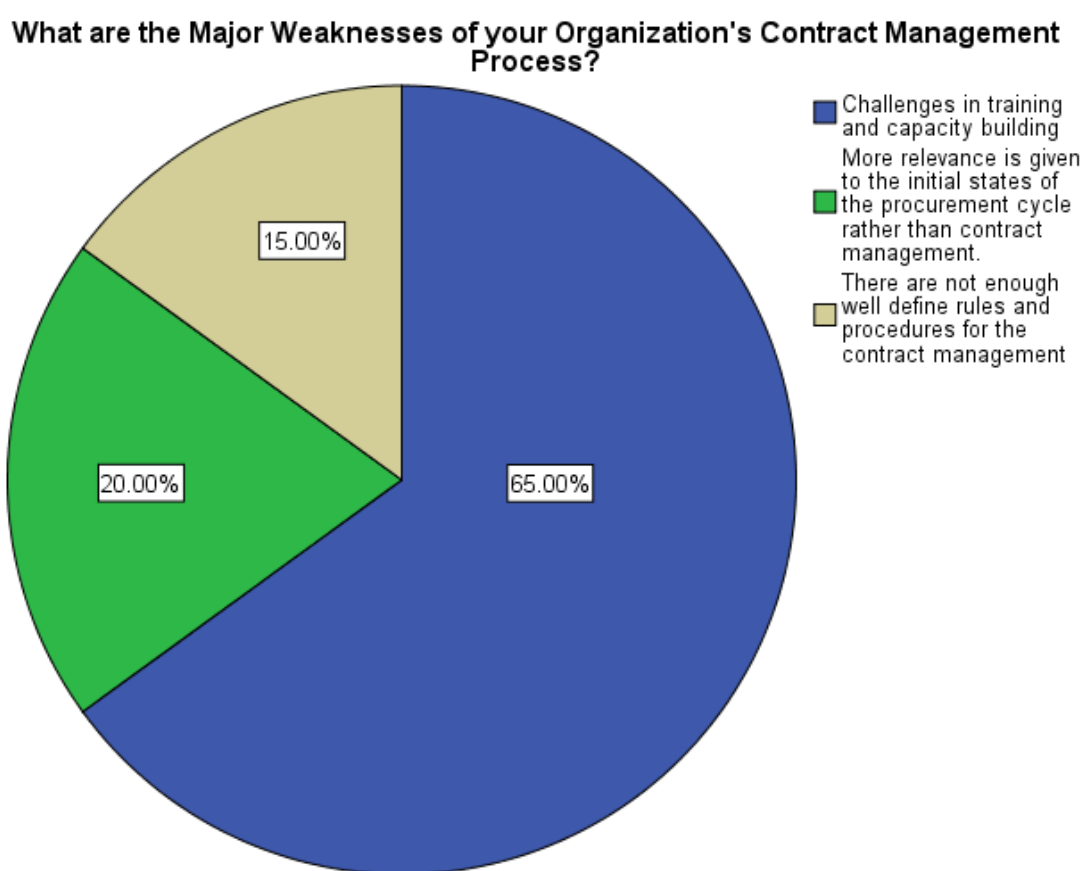


Figure 4.4: What are the Major Weaknesses of your Organization's Contract Management Process

Source: Researcher's Field Data, 2015

Procurement is a dynamic field and therefore specialized training will help employees to stay current with practices. Specialized procurement training plays a pivotal role in acquiring new skills and enhancement efficiency, but it was not so from the institution under study. From Figure 4.4 above, It was discovered that the Challenges in training and capacity building was ranked 1st with 65% by the respondents as the major weaknesses of your organization's contract management practices at the University of Professional Studies.

This was also followed by more relevance is giving to the initial states of the procurement cycle (tendering, sourcing, awarding) rather than contract management which indicated 20% of the respondents views.

CHAPTER FIVE

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

5.1 Introduction

This chapter presents the summary of findings, conclusions and recommendations for the research work that has been carried out. Also, further study was provided by the researcher in this chapter.

5.2 Summary of Findings

The aim of the study is to assess the effectiveness of contract management practices in public institutions with reference to University of Professional Studies, Accra .The research work was undertaken not only to fulfill academic pursuit but also to determine the present contract management practices at University of Professional Studies, Accra. The following findings were made by the researcher on effective contract management best practices in UPSA:

1. It was discovered that the major weaknesses of the organization's contract management best practices at the University of Professional Studies are challenges in training and capacity building. Whether the institution has today, or will have in the future, the capacity and skill to manage the contracts of an increasing programme workload. Existing training curricula are of insufficient depth to cover all phases of the procurement process, as they mainly focus on the front end of the process (solicitation, selection and contract award). Training on how to manage contracts after award has not being given enough attention.

2. Adherence to the agreed terms of the contract by all parties, it is important therefore that the role of stakeholders in the Contract Management Process are respected and monitored by all parties for effective delivery.
3. Good contract management record keeping were in place. The study showed that University of Professional Study has a good contract management record system. In the absence of good record keeping, public intuitions would not derive lessons for future correction of past anomalies.
4. Majority of the respondents are of the view that the department has in place supplier's database for effective contract management practices. It enables the departments involved in contact management activities to monitor its supplier's performance. Also, the supplier data base help to engage the best companies for contract executions.
5. More attention is giving to the initial states of the procurement cycle (tendering, sourcing, awarding) rather than contract management practices.
6. The research revealed that institution has standard contract management manual for their operations. Also, the organization has a supplier information data files. It was found out that the manual serve as the major guide for ensuring that contracts are executed to the required standards and specifications.

5.3 Conclusions

The objectives of the study were to assess the effectiveness of contract management practices in public institutions with reference to University of Professional Studies, Accra. From the literature review and careful analysis and review of data collected from the University of Professional Studies, the following conclusions were made. The Research revealed that contract management policies, procedures and rules are not well systematically reviewed and improved by the institution. It came to light that public institutions especially University of Professional Studies must invest in training and capacity building for those who are involved in the Procurement and contract management processes to effectively and efficiently manage contracts.

Again, it was realized that the role of contracting parties in the Contract Management Process must be respected, monitored and adhered to by all stakeholders for effective delivery. The institution does not have a comprehensive Programme to build the capacity of key staff to manage contracts. It was revealed that an evaluation of the overall performance of a contract are not always conducted and fed back into the procurement system and management process by the department. It was concluded that a risk management and mitigation plan is necessary for effective contract management activities.

Contract time extensions should be negotiated and agreed upon by all contracting parties before the expiration date of the contract. Also, it was revealed that contract always include clear dispute resolution procedures for an efficient and fair process to resolve dispute during the performance of a contract.

5.4 Recommendations

In view of the discussions, findings and the conclusions of the study, the following recommendations are made by the researcher.

1. It was discovered that the major weaknesses of the organization's contract management best practices at the University of Professional Studies are challenges in training and capacity building. Whether the institution has today, or will have in the future, the capacity and skill to manage the contracts of an increasing programme workload. Existing training curricula are of insufficient depth to cover all phases of the procurement process, as they mainly focus on the front end of the process (solicitation, selection and contract award). Training on how to manage contracts after award has not been given enough attention.
2. Adherence to the agreed terms of the contract by all parties, it was realized that the role of stakeholders in the Contract Management Process whether wholly contracting or other contracting models must be respected, monitored and adhered to the agreed terms by all parties for effective delivery.
3. Good contract management record keeping were in place. The study showed that University of Professional Study has a good contract management record system. In the absence of good record keeping, public intuitions would not derive lessons for future correction of past anomalies.
4. Majority of the respondents are of the view that the department has in place supplier's database for effective contract management practices. It enables the procurement department to monitor its supplier's performance. Also, the supplier data base help to engage the best companies for contract executions.

5. More attention is giving to the initial states of the procurement cycle (tendering, sourcing, awarding) rather than contract management practices.
6. The research revealed that institution has standard contract management manual for their operations. Also, the organization has a supplier information data files. It was found out that the manual serve as the major guide for ensuring that contracts are executed to the required standards and specifications.

5.5 Limitations of the Study

1. Researcher's inability to retrieve all questionnaires administered from Respondents from University of Professional Studies, Accra
2. The researcher find it difficult to get enough literature to complete the project work
3. The study was limited in scope by its budget and time frame. It was not possible for the researcher to cover all tertiary institutions in Ghana due to limited resources and time.
4. The Researcher focused mainly on contract management of goods and could not further research on works and services contract management.

5.6 Further Studies

As the study was limited to University of Professional Studies, Accra and cannot be used to draw a final conclusion for all public institutions in Ghana, the researcher therefore, throw a challenge to up and incoming MSc. Procurement Magement students to assess the contract management practices in other public institutions in Ghana.

Also, contract management has a broad area to deal with such as (contract management of goods, works and services) but the researcher was able to study on contract management of goods. The researcher challenges any up and coming MSc. Procurement student who wishes to study on contract management practices to research into contract management of works or services which was not covered by the researcher.

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APPENDIX

APPENDIX A

KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY

(KNUST), KUMASI

COLLEGE OF ARCHITECTURE AND PLANNING

DEPARTMENT OF BUILDING TECHNOLOGY



QUESTIONNAIRE

TOPIC:

AN ASSESSMENT OF CONTRACT MANAGEMENT PRACTICES IN THE

PUBLIC INSTITUTIONS: A CASE STUDY OF UNIVERSITY OF

PROFESSIONAL STUDIES, ACCRA (UPSA)

DEMOGRAPHIC DATA

1 . Please indicate the department in which you work.

a. Procurement b. Project c. Stores d..Audit E. Finance

POSITION HELD:.....

1. Your highest level of education:

HND []

First Degree []

Master's level []

PhD []

others:.....

2. Professional working experience with the institution (University of Professional Studies, Accra, (UPSA)?

(1-5yrs) []

(6-10yrs) []

(11-15yrs) []

(16-20yrs) []

(21yrs and above) []

RELATED ISSUES ARE CLOSE AND OPEN – ENDED RESPONSES

1. Please indicate how relevant the contract management is best practices listed below to your institution:

4=highly relevant; 3 = relevant; 2 = less relevant; 1 = not relevant

- Contract managers are involved in writing solicitation, negotiating contract, managing

Contract and contract closeout

- The Contract Management Guide serves as a roadmap to guide the contracting process []
- Good contract management record keeping []
- Adherence to the agreed terms of the contract by all parties. []

- Active collection of “lessons learned” and “best practices” are leveraged for Continuous improvement []
- Contracting decisions involve all relevant parties []
- Contract management team members remain engaged through entire process
- Dispute resolution or contract issue procedures clearly defined. []

2. Does your department have standard contract management manual?

Yes []

No []

If yes, how does it benefit the institution in the implementation of effective contract management practices at the University of Professional Studies, Accra, (UPSA)?

.....

.....

.....

.....

3. Does your department have in place supplier’s database?

Yes []

No []

If yes, how does it help in the implementation of contract management at your outfit?

.....

.....

.....

.....

How would you rate your institution in adherence to contract management activities?

	Never	Seldom	Sometimes	Most of the time	Always
Governance / Enabling environment					
5.Does contract management activities have adequate financial and human resources?					
6.Is contract management policies, procedures and rules are systematically reviewed and improved by your institution?					
7. Personnel managing contracts are well versed in applicable contract management policies, procedures and rules?					
8. Depending on the value, size or complexity of contracts, does your organization uses an integrated team approach to managing contracts, consisting of multifunctional teams (procurement, contract management, legal, finance, etc.)?					
Risk management					
8. Is there a risk management plan in place for the contract management activities that includes a risk mitigation plan?					
Performance monitoring, evaluation					
9. An evaluation of the overall performance of a contract is conducted, and is fed back into the procurement system and management process by your department?					
Change management					
10. Change control clauses and administrative procedures are in the contract and define how changes should be managed throughout the contract life-cycle?					
11. Does contract time extensions are negotiated / agreed before the expiration date of the contract?					

Dispute management and resolution					
12. Contracts include clear dispute resolution procedures that provide for an efficient and fair process to resolve disputes during the performance of a contract.					
13. Efforts are made to resolve disputes through negotiation or mediation.					
Contract close-out and lessons learned					
14. There is a well-documented process for contract completion and close-out, including checklists, to verify that all contractual obligations have been fulfilled?					
15. Contract close-out process includes verification of final delivery, preparation of final contract performance reports, financial settlements, and record of any residual obligations.					
Human capital and capacity-building					
16. Persons managing contracts have the level of knowledge, skill, and experience commensurate with their contracting responsibility (based on contract type, value, size, complexity).					
17. Contractors/vendors are trained / briefed on the organization's rules, regulations procedures and the expectations under the terms of the contract					
Assurance systems and control					
18. There is a robust regime in auditing contractors and related contract activities.					
19. At the start of managing a contract all stakeholders are briefed of existing mechanisms for reporting fraudulent, corrupt, unethical, collusive, coercive or obstructive behavior?					

20. Having you had any training on the Public Procurement Act, Act 663 on contract Management activities?

Yes []

No []

21. What are the major strengths of your organization's contract management

process?

- Ensuring and implementing contract management discipline for effective timely delivery. []
- Adherence to the agreed terms of the contract by parties involved. []
- Maintain effective communication with suppliers and contractors. []
- Others

22. What are the major weaknesses of your organization's contract management process?

- Challenges in training and capacity building []
- More relevance is giving to the initial states of the procurement cycle (tendering, sourcing, awarding) rather than contract management []
- There are not enough well defined rules and procedures for the contract management. []
- There is not yet a written policy on contract management in this organization, staff working in this area is also responsible for multiple other areas: allowing limited time to focus on contract management activities. []
- Others

THANK YOU