

# Contract and Supplier Management Policy



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## 1. Introduction and background

This Policy defines the Council's approach towards Contract and Supplier Management (CSM) which is supportive of the delivery of the aims of the Council's Procurement Strategy, Procurement Standing Orders, and the Sustainable Procurement Policy, and recognises that effective management of the Council's contracts and suppliers is essential to delivering value for money and supporting our communities and ensures contractual outcomes and efficiencies are achieved for the Council's procurement spend. This Policy provides the foundations for the implementation of a consistent approach across all service areas and categories of spend which will enable the Council to drive value from our existing and new contracts.

The success of the CSM process is dependent on four fundamental pillars:

- Mutual trust and respect between the parties involved in contracting;
- A joint understanding of the roles played, and challenges faced by each contracting party;
- Openness and excellent communications; and
- A joint approach to managing delivery.

There are three key components which make up this CSM process, which can be defined as:

- **Contract Management:** the management of an individual contract to ensure the delivery of the prescribed outcomes and key performance indicators (KPI's). This is done on an individual basis and at regular intervals. Managing the information and obligations contained in the contract and the contract lifecycle are critical to meeting the Council's objectives.
- **Supplier Management:** the strategic management of certain suppliers which are deemed to be key to the Council based on an assessment of the level of risk, spend or reliance with a supplier. This management refers to actions which apply across the entire portfolio of contracts between the Council and the supplier and considers more strategic and longer-term activities. This will include a review of the collective contract performance and business activities of both parties.
- **Relationship Management:** the approach to management of the Council's interactions and engagements with its suppliers to ensure proportionate and effective use of resource dependent on the supplier profile of the Council.

The key objectives of this Policy are summarised below:

- Ensure that an embedded formal and standardised approach to the management of the Council's contracts and suppliers is in place across all services within the Council, which ensures delivery of the contractual requirements and outputs.
- Provide reporting mechanisms and escalation routes for contractual matters, including performance and risk management.
- Formalise the process for contract monitoring, administration and monitoring against the contractual requirements and KPI's. This includes, for example community benefit outcome delivery, change of supplier details or other contract variations (including extensions to time, scope or value).

- Set out clearly defined roles and responsibility for CSM activities, which ensures the Corporate Procurement Team have oversight and influence over all commercial contractual decision making for contracts over the Procurement Standing Order thresholds, thus ensuring appropriate separation of duties and effective use of resources.
- Improve relationships between the Council and key suppliers in order to develop constructive and transparent relationships with such suppliers;
- Provide a framework to ensure knowledge transfer and learning, demand management, continuous improvement and which promotes innovation and new ideas to meet the needs of the Council's service users;
- Ensure lessons learned are accurately captured and considered in contracts.

All contracts for the supply of goods and provision of services and delivery of works above the Procurement Standing Orders threshold, will be required to follow the Contract and Supplier Management approaches defined within this Policy. For lower value contracts, typically where there is requirement to prepare a contract strategy, contract owners from the responsible service shall ensure they take cognisance of all relevant Council policies, such as ensuring adequate health and safety management arrangements, throughout the life of the contract.

## 2. Contract Management Cycle

Contract Management is a process designed to ensure that parties to the contract meet their obligations and that the intended outcomes of a contract are delivered.

Many of the added value outcomes of commercial relationships (e.g. systems integration, collaborative cost savings and continuous quality improvements) are achieved as a buyer and supplier work together after the contract has been awarded.

The Contract Management Cycle presents a detailed breakdown of contract and supplier management activities and actions. It is a useful tool to guide the contract owners and suppliers on how the effective CSM can add value to the projects, goods, services and works being delivered.

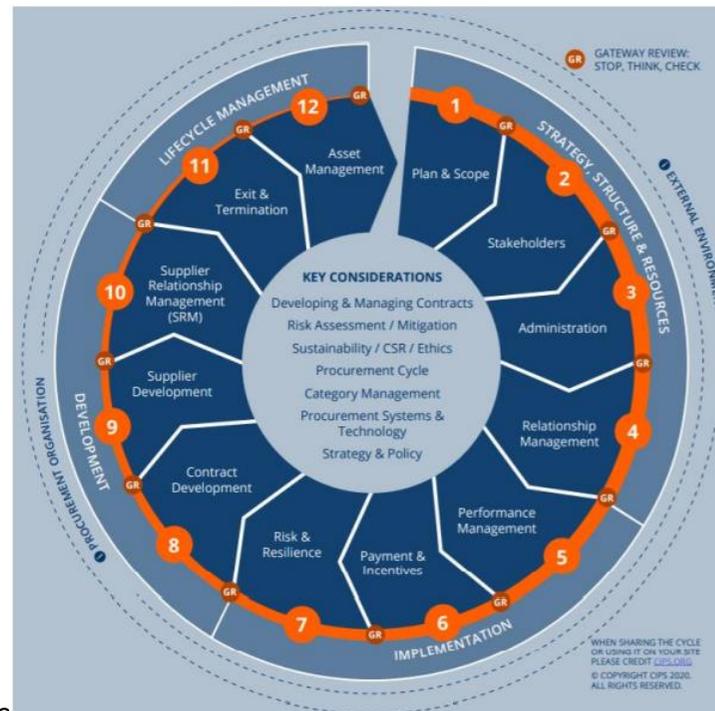


Figure 1: Contract Management Cycle

Source: CIPS.ORG\*

It should be noted that the 12 activities presented on the CIPS Contract Management Cycle would not be applicable to every contract. However, they should be considered parallel to the lifecycle of contracts, which includes:

- Pre-Award (Contract Development)
- Award & Implementation
- Contract Management
- End-of-life

The approach described within this Policy has been structured based on the above-mentioned contract lifecycle phases. This way it provides a comprehensive framework for all CSM activities that will occur during the contract duration, and clearly sets out roles and responsibilities.

### **3. Contract Management: Pre-Award**

#### **3.1. Contract Risk Assessment**

In the development of the contract strategy, an assessment of risk shall be determined using the guidance and tools provided within the contract strategy development guidance provided within the Procurement SharePoint.

When conducting risk assessment for a contract, the below elements should be considered:

- Strategic importance of the contract
- Outcome that the contract underperformance or failure will achieve:
  - reputational, economic, budgetary, political, security or health & safety issues,
  - potential for fraud,
  - failure to fulfil statutory obligations
- Costs arising from supplier's failure to perform (e.g. re-tender, replacement service, penalties)
- Impact of supplier failure on vulnerable groups
- Disruption to business continuity
- Council risk exposure from supplier's failure (e.g. loss of insurance cover)

Based on individual risk's assessments and in consultation with other teams, the Contract Owner will be responsible for confirming which overall risk category applies to the contract – high, medium or low. The level of contract management for each contract will be dependent on the agreed contract risk level as shown in Figure 2.

Figure 2: Contract and supplier management levels

Level of Contract / Supplier Management	Aim	Characteristics
Low Level	Ensure continuity of supply and risk awareness	<ul style="list-style-type: none"> <li>• Low value low risk</li> <li>• This can cover procurements that are non-business critical and/or have an abundant supply base, and also Procurement Journey Route 1 contracts.</li> <li>• In general, content management of these agreements will include gathering management information, monitoring trends, and maintaining awareness of key category risk.</li> <li>• Ensuring Compliance to the contract by managing the delivery of the contract using four high level indicators i.e. cost, quality, delivery, service. This may be through customer survey where the questions can be categorised using the 4 level indicators mentioned above.</li> </ul>
Medium Level	Ensure continuity of supply, value for money, risk management and supplier performance. Seek supplier development where possible. Retain/gain market knowledge.	<ul style="list-style-type: none"> <li>• Procurement Managers shall ensure continuity of supply and value for money through on-going effective contract management.</li> <li>• Typical contract management activities and tools include supplier review meetings, use of KPI's, user feedback gathering, reviewing spend data, benchmarking costs, market intelligence, elements of Supplier Health Check and use of a Risk register.</li> <li>• These contracts could be where there is abundant supply and therefore a chance to improve price ("Leverage"), or limited supply of a not critical/high cost item which needs management to maintain consistent supply ("Bottleneck"). This should expand on the four high level indicators and holding a minimum of one performance review meetings per annum.</li> </ul>
High Level	Ensure effective contract delivery and supplier performance, risk management and maximisation of supplier and market development opportunities.	<ul style="list-style-type: none"> <li>• Contracts that have high value and/or high risk will be managed strategically to ensure effective service delivery.</li> <li>• Through strategic contract management opportunities for supplier development an greater market knowledge can be identified. This will include managing the performance of the contract and the supplier using the full balanced scorecard and using the foundation of Medium Level contract management.</li> </ul>

A record of all contracts and the low, medium or high segmentation will be recorded in the contract strategy and later maintained by the Corporate Procurement Team in the Contract Register. To support this activity, it is the responsibility of the contract owner to alert this team to the assessment and of any changes to the classification of a contract, including changes made during the contract delivery period.

### 3.2. Contract Exit Strategy

Where an exit strategy is required at the end of a contract, this should be developed at the contract strategy stage and should be included within the tender package and subsequent contract documents to ensure all parties are clear of their responsibilities on termination of the contract. This should support smooth transition and minimum business disruption when the contract is ending.

There are various reasons for a contract coming to an end, including: contract expiry, contract termination due to non-performance of one or both parties or change of requirements.

A template exit strategy is provided within the contract strategy guidance for completion and should take cognisance of the following matters for example:

- continuing service requirements
- data security and privacy,
- knowledge and documentation transfer,
- costs and
- personnel changes

For all contracts which require a contract strategy sign-off, the exit strategy overview should be provided in the contract strategy document. For high-risk contracts, an individual exit plan must be completed to capture its detailed actions and their owners. An example of an exit strategy template will be made available via the Procurement SharePoint page.

## 4. Contract Award

### 4.1. Forming the Contract

Contracts shall be awarded once the necessary requirements as set out within the Council's Procurement Standing Order governance arrangements have been appropriately followed.

Successful supplier(s) shall be informed by the issue of a formal letter of acceptance.

For all contracts activity led by the Corporate Procurement Team, the Corporate Procurement Team shall prepare and issue the contract documentation, seeking support from the contract owner and legal services where necessary.

The following documents may be deemed to form a contract where a separate contract document is not prepared and signed by all contracting parties:

- Letter of Acceptance.
- The Invitation to Tender (ITT) and appended documents (including, among others, the contract's terms and conditions, the specification).
- Awarded supplier's tender submission (including, among others, commercial offer, community benefits, environmental and Fair Work First submission) along with any clarification responses submitted.

Where these documents collectively form the contract, the procurement officer shall collate the documentation to form a contract pack, ensuring appropriate version control. This shall be handed over to the contract owner and supplier for delivery and operational contract management activities.

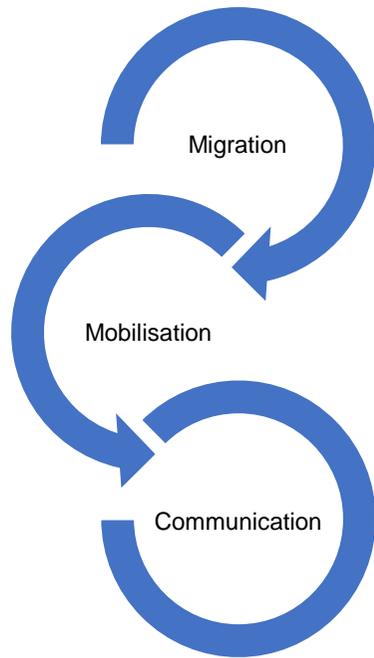
The master contract shall be held by the Corporate Procurement Team with access provided to the relevant contract owner(s).

The above-mentioned contract documents will be used to inform subsequent performance management activities. The detailed guidance on performance management is presented in point 5.

#### **4.2. Contract Implementation**

Implementation of contracts consists of three distinct phases as described within Figure 3 below:

*Figure 3: Contract Implementation Phases*



**Migration** – facilitating the movement of organisations to a new contract post ‘go live’.

**Mobilisation** – the process of moving from contract and migration to ‘go live’

**Communication** – ensuring all stakeholders are aware of the contract and what it involves.

Activities that shall occur during these phases are presented in the table below:

Figure 4: Contract Implementation Activities

	Contract Implementation Plan	Supplier Briefing Pack	Implementation Meeting	Catalogues	Framework User Guide
High Risk	Mandatory	Mandatory	Mandatory	Where applicable	Where applicable
Medium Risk	Recommended		Recommended		
Low Risk	Optional		Optional		

Guidance and templates for these activities shall be included in the Council's CSM Guidance and Toolkit available through the Council's Procurement SharePoint site.

## 5. Contract Management Process

### 5.1 Management Information

Management Information (MI) may be used to monitor the performance of the contract and / or supplier. All MI requirements must be clearly stated and defined within the contract specification and communicated to the supplier. MI should minimise demands on supplier for information about goods / service delivery. The frequency and level of reports should be informed by a risk assessment. Reporting may increase in certain circumstances, for example where a complaint has been made.

MI must not duplicate information that is available through public access, for example through regulatory bodies.

### 5.2 Monitoring of Sustainable Outcomes

CSM can support delivery of the commitments made within the Council's Sustainable Procurement Policy<sup>1</sup>. The strategy supports the Councils sustainable procurement obligations under the Procurement Reform (Scotland) Act 2014 and the Scottish Governments Flexible Framework (2011).

The Council's CSM process will ensure that the sustainable and ethical processes outlined by suppliers within a tender submission is fulfilled and monitored throughout the contract lifetime. Sustainable outcome commitments made during the tender process must be monitored and managed in the same way as all other contract requirements. Sustainable outcomes may include for example fair work approaches, community benefits or environmental initiatives. This includes:

- **Recording sustainable benefits committed by awarded supplier(s)**

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<sup>1</sup> [http://dumgal.gov.uk/media/18929/Policy-Sustainable Procurement/pdf/Sustainable\\_Procurement\\_Policy.pdf](http://dumgal.gov.uk/media/18929/Policy-Sustainable%20Procurement/pdf/Sustainable_Procurement_Policy.pdf)

- The lead Procurement Officer will collate and share with the contract owner the following information at the time of awarding the contract:
  - Community benefit commitments;
  - Fair working approaches; and
  - Sustainable processes/methods utilised by contracted suppliers;
- **Monitoring supplier performance against the contractual or voluntary sustainable outcomes by:**
  - Assessing the supplier's contribution towards sustainable processes by using the Council's Standard Key Performance Indicator theme, which considers "Sustainability", as set out at section 5.3.
  - Managing and updating the Council's "Sustainable Procurement Tracker" to record all sustainable contract outcomes (e.g. community benefits, social/economic/environmental benefits) committed and delivered to the Council. The responsibility of collating data from suppliers will lie with the procurement team and the contract owner. In the longer term, the Council will review the opportunity to bring in a software system to reduce the manual handling of this process.
  - Contract monitoring and management of the sustainable outcome commitments may include review of any new staff deployed to the project, engagement of agency workers or sub-contracted staff to ensure fair work commitments are being delivered on for all people involved in the contract delivery.
  - Evidence should be sought of delivery of the sustainable outcomes, this may take the form of case studies, recruitment information and workers terms and conditions or supply chain contracts.
- **Supporting the local supply base, SME`s, third sector bodies and supported businesses by:**
  - Assisting in the facilitation of supplier events to cover areas of concern and provide advice on how to become a Council's supplier or a supplier within the supply chain;
  - Encouraging contracted key suppliers to engage with the local supply base, SME`s, third sector bodies and supported businesses throughout the lifetime of the contract;
  - Ensuring effective procurement practices are in place by sharing lessons learned to create contract opportunities for these suppliers.

Where there are concerns regarding a supplier's compliance with delivery of any sustainability commitments, this should be highlighted and considered by the Council's Community Benefit Forum who may undertake a general sustainability audit of the contract to establish if the supplier is meeting their contractual obligations.

### 5.3 Key Performance Indicators

All contracts should include a list of Key Performance Indicators (KPIs) which shall be used to manage and review performance under the contract. The KPIs should be set out and agreed within the contract strategy and contract specification. KPIs must be clear qualitative or quantitative statements (or goals) which define adequate or desired performance in key areas (or critical success factors), and against which improvement, and performance or deterioration can be consistently monitored and measured.

KPIs shall be developed under the following themes:

1. Quality
2. Service
3. Financial
4. Sustainability

The diagram below provides an illustration of the types of indicators which may be used under these themes, however further guidance and templates shall be available through the CSM Toolkit.



**Figure 5: KPI Themes and Examples**

The Council will aspire to move towards a standardised set of KPI for all contracts, the introduction of these themes supports a transition to this approach.

#### **5.4 Balanced Scorecard Review**

A full balanced scorecard is recognised as an effective way to monitoring and managing contract and supplier performance.

Balanced Scorecards assess the performance of a supplier against the agreed contract KPIs and shall be structured under the KPI themes. The use of a balanced scorecard can inform further improvement targets or where deficiencies of performance are recorded, these can be subjected to a gap analysis review with a view to setting action targets for improvement.

The balanced scorecard offers strong motivational potential, as a spur to continuous improvement.

Where a contract or supplier has been identified as high risk, a balanced scorecard completion and review with the supplier shall be completed and by the contract owner and the person identified responsible for management of that supplier, this may also include the procurement officer. High risk contract and supplier management meetings may include appropriate representation from the Council's Senior Leadership Team where the Council's dependency and risk attached to the contract or supplier merits senior involvement to support the relationship.

Where the supplier is segmented as high and they have multiple contracts, the Procurement Officer shall present a summary position of all contracts with the Supplier to show overall performance but shall also retain the feedback for each contract for detailed discussion at review meetings. Supplier performance cannot be questioned without a completed balanced scorecard and evidence of poor performance.

A template balanced scorecard is provided within the CSM Toolkit on the Procurement SharePoint.

#### **5.5. Performance Management of the Contract**

Management of the performance of the supplier and the Council within a contract is the assessment and comparison against pre-defined criteria (to establish whether the aimed-for or agreed level of performance has been achieved and to establish any factors which contribute to that delivery).

The outcomes of the contract management process can be used to inform the supplier and relationship management approaches adopted.

Contracts must be managed in accordance with the contractual terms and conditions set out within them. In the event of conflict between this Policy and the Contract terms and Conditions, this must be notified to the Procurement and Commissioning Manager and the contract term and conditions shall prevail. The Procurement & Commissioning Manager may instruct additional reporting or approval activities to ensure the general aims and purpose of this policy are complied with, for example separation of duties in commercial decision making.

### **5.6 Contract and Supplier Management Review Meetings**

All suppliers who are segmented as high or medium will have a review meeting to discuss the completed balanced scorecard. Any supplier who fails to achieve a minimum overall score which shows the contract delivery outcomes are meeting expectations are also required to attend a Contract and Supplier Management meeting.

CSM review meetings should discuss the following points:

- Review of previous actions (if applicable);
- Review of balanced scorecard comments and scores;
- Continuous Improvement (balanced scorecard trends and potential improvements);
- Financial Monitoring (P2P, invoices, billing and demand management);
- Supplier Business Review/Update (new developments and innovation);
- Council Business Review/Update (process and departmental updates);
- Sustainability and Community Benefits.

Formal CSM review meetings shall be recorded and will be considered where there are performance concerns and sanctions for poor performance are being considered in accordance with the contractual terms to manage supplier performance, where relevant and necessary. Such review meetings will consider the impact of factors out with the supplier's control, including the Council's performance or market factors.

### **5.7 Escalation & resolution**

The Council will monitor and measure the performance of the supplier (i.e. conformance with contract, specifications, SLAs and other elements of the contract such as KPIs) to ensure that contract outputs and outcomes are delivered, and that threats and problems are dealt with as they arise.

A collaborative approach should be adopted to problem-solving and corrective action in the event of progress or performance shortfalls.

The Council adopt a proactive conflict management approach to control risks and minimise their impact and the need for escalation if they occur by providing regular feedback for performance adjustment, improvement target setting, and decisions about contract renewal.

Performance issues should be addressed immediately and escalated with the supplier if not resolved timeously.

Where a supplier is not delivering the agreed level of service, the Contract Owner should raise this with them immediately. This must be in writing. The supplier should be asked for an action plan to address the issues and provide the required level of service in a short time frame. A face to face meeting may take place if the issue is severe. Where a contract owner feels a face to face meeting is necessary they shall obtain advice from procurement and legal services prior to taking forward the discussion. All discussions and meetings must be minuted and provide an audit trail. Where progress is not made in accordance with the agreed action plan, the matter must be escalated to the allocated category Procurement Officer who will consult with legal services as appropriate.

Where issues are not resolved, they should be escalated within the Council and the supplier. Within the Council escalation will include senior management responsible for the service, procurement and legal services. A face-to-face meeting should be arranged with the supplier where actions and timescales to remedy the situation should be agreed at a senior level. The recovery actions should be monitored on a regular basis to ensure that the agreed recovery and resolution dates do not slip. All discussions and agreements must be noted in writing.

The escalation process must be clearly defined, understood, and communicated to all stakeholders and end users.

In the event that it is thought necessary to consider initiating the formal dispute resolution procedures as set out in the contract (e.g. escalation, mediation, arbitration etc), and to consider using legal remedies to mitigate loss or damage as a result of breach of contract or non-compliance by the supplier, legal services shall be involved and shall lead on the following activities with the contract owner and procurement officer:

- 
- To review the terms of the contract to see what remedies are immediately available to the Council, and the contractual remedies available, including termination, and, if necessary, to escalate the dispute to senior managers for further instructions;;

- If contractual remedies are not available or are not successful and it is considered that the formal dispute resolution procedure should be initiated, to escalate the dispute to senior managers for instructions to initiate the formal dispute resolution procedure
- The contract should set out procedures for invoking a formal dispute resolution process (e.g. mediation, arbitration);
- The contract should specify the circumstances under which the Council would have the right to terminate the contract for breach;
- In the event that the formal dispute resolution procedure is not successful, to escalate the dispute to senior managers so that the Council can consider whether to commence litigation proceedings.

### 5.8. Collaborative Agreements

The Council is committed to collaborative working across the public sector to achieve value for money and improved ways of delivering our services. The Council continues to work collaboratively with other local authorities and national organisations to share best practice, innovative ideas and lessons learned.

Where the Council is the lead authority within a collaborative contract, the above defined process shall be used and the other authorities using the contract shall be issued with all applicable supporting contract and supplier management templates and tools.

Where the Council is using a collaborative contract, but is not the lead authority, the Council will take part and support in all contract and supplier management activities led by the contract owner. This shall include:

- Ensuring the relevant and up-to-date Council's contact details are shared with the owners of collaborative contract/framework agreements
- Providing feedback regarding the Council's experience using collaborative agreements through:
  - Completing customer surveys
  - Participating in the user intelligence group meetings

A copy of all feedback provided by users of the contract to collaborative contract owners shall be provided to the Corporate Procurement Team for information.

- Informing the owners of collaborative contract/framework agreements of supplier or services changes if the Council is aware of any (e.g. assignments)
- Escalating to the owners of collaborative contract/framework agreements cases where:
  - Poor performance results in the need to increase the level of contract management to an unacceptable threshold
  - Operational activity within the Council is compromised by poor performance

- There are significant difficulties contacting a supplier.

Where the Council enter into a contract through a collaborative agreement and seek to make any variation to this contract, the variation process as set out in section 5.10 must be followed.

## **5.9 Achieving Sustainable Outcomes in Collaborative Agreements**

Where the Council is using a collaborative agreement (e.g. framework, dynamic purchase system), the leading Procurement Officer will advise the contract owner on the options for including and monitoring sustainable outcomes in individual contracts falling under collaborative agreements. terms and conditions of collaborative agreements.

## **5.10. Contract Variations**

Changes (variations) to contracts can occur throughout the lifetime of a contract, subject to the terms and conditions of the contract. Such changes may relate to:

- Service Delivery;
- Scope of Work;
- Performance;
- Costs;
- Product Availability/ Specification Change/ Revision of Rates;
- Legislative changes;
- Whether the Contract represents Best Value.

The aim of the CSM process in implementing any contract variations is to minimise the need for them. However, as change is inevitable, CSM is also essential to ensure the effective implementation of any contractual changes.

The Council's Procurement Standing Orders and this CSM Policy, set out the approval mechanism that must be adhered to in advance of progressing with contract variations. Any potential variations and requests, where relevant, must follow Public Contracts Scotland Regulations (2015) and involve legal services. Approval must also be granted by those who granted approval under the Contract Authorisation Report (Service Managers, Heads of Service or Directors as set out in the Council's Procurement Standing Orders). If a substantial change is required, it may require a new procurement.

This clause 5.10 relates to procurement and contract delegations, there may be greater flexibility within budget delegations, but this does not provide permission to contract owners to vary contracts.

With the relevant approval, the Corporate Procurement Team shall follow the Contract Variation Process which is used by the Council and the supplier to effect changes to the contract, to provide clarity and documentary evidence of the change and agreed actions. Figure 6 below outlines the Council's Contract Variation Process.

*Figure 6: Contract Variation Process*

<b>1</b>	<b>Request</b>	Variation request from supplier and/or contract owner. The request shall be submitted to the procuring service's lead procurement officer using the template provided within the CSM Toolkit or as set out within the contract terms.
<b>2</b>	<b>Compliance</b>	Relevant Procurement Officer checks the applicable governance arrangements and the terms and conditions to ensure the requested variation is permitted and provides a recommendation to the relevant Service Managers, Head of Procuring Service and the Head of Finance and Procurement or Directors.
<b>3</b>	<b>Document</b>	If approved, the contract variation shall be recorded on the Contract Register by the Procurement Officer. Any relevant contract notices shall also be published for transparency purposes.
<b>4</b>	<b>Approve</b>	The contract variation must be authorised by the officers authorising the original contract award, unless the revised value is of a higher threshold, in which case the appropriate governance for a contract of the revised contract value shall be followed. Depending on the nature of the variation and any variation mechanism set out within the contract terms and conditions, legal services may need to draft appropriate contract variation documentation. The variation mechanism within the contract terms and conditions should obtain acceptance of the contractual variation from the supplier.

Until such times as the contract variation has been approved and signed by the contracting parties, the supplier must be required to continue to provide the originally contracted goods, service or works. Only once the variation has been approved and signed can the amendment have effect, with all stakeholders being informed of the change by the contract owner.

Any variation which has a commercial element, must include the procurement team in the decision-making process.

Where the contract terms and conditions include a specified contract variation process, this mechanism must be used to instruct such variations following approval using the variation request documentation outlined at Figure 6.

#### Additional Works on Construction Contracts:

For works contracts, it is recognised that a degree of flexibility is required to allow the responsible contract manager on site to respond to unforeseen circumstances necessary to allow completion of the planned works. To accommodate this, a tolerance of £50,000 or 20% of the contract value shall be allowed prior to the need to commence the contract variation process outlined above. For the avoidance of doubt, all variations out with this tolerance must have approval from the relevant Service Manager and Procurement and Commissioning Manager prior to being instructed and where necessary additional committee approvals may also be required. Where a further extension to the original contract can be accommodated, this shall require you to complete the contract variation template, as outlined above.

## 6. End of Life

### 6.1. Lessons Learned

Once the initial contract is near its conclusion (recommended as six months before termination or extension), this is the best time to review how the parties to the contract has performed and to explore key lessons learned informing future contracts development. The aim is to determine what has worked well and what are the areas which could be improved.

For this purpose, **Lessons Learned Log** is the tool which will be available to complete by the Corporate Procurement Team throughout the duration of the contract and completed by contract owners at the contract's conclusion.

The tool will be accessible via the CSM Toolkit to be used for the lessons learned review during all phases of the contract lifecycle ensuring pro-active CSM.

## 7. Summary of roles and responsibilities

The table below sets out the responsibilities for CSM. Within this, the board is Finance, Procurement & Transformation Committee and the Council's Senior Leadership Team, the Contract Manager is the contract owner within the service department, stakeholders will be those with an interest in the contract delivery and will include procurement and legal services, the community benefit forum, others affected or influencing delivery of the contract, end users are those who use the service and the supplier is the external organisation responsible for delivery of the contract.

**Responsibility Summary Table**

Activity	Board		Contract Manager		Stakeholder		End User		Supplier	
	Own	Support	Own	Support	Own	Support	Own	Support	Own	Support
Active sponsorship of C&SM initiative	✓			✓		✓		✓		✓
Agree KPI's / performance measurements			✓			✓		✓		✓
Monitor contract and supplier performance against KPIs and other specified performance indicators			✓			✓		✓		✓
Facilitate and champion supply chain innovation, continuous improvement initiatives and best practice			✓			✓		✓		✓
Analyse and communicate performance and efficiency gains			✓			✓		✓		✓
Manage supplier performance reviews and disseminate outcomes		✓	✓			✓		✓		✓
Manage major performance issues and complaints		✓	✓			✓		✓		✓
Manage minor performance issues and complaints							✓			✓
Monitor 'take-up' and spend through the Framework or Contract			✓			✓		✓		
Ensure value for money		✓	✓			✓		✓		
Manage Framework Agreement variations, and disseminate outcomes			✓			✓		✓		✓
Manage the extension of any optional extension periods / re-tender process / Exit Strategy)			✓			✓		✓		✓
Compile, validate, disseminate Management Information			✓			✓		✓		✓
Operationally manage compliance, supply, demand & payment at a local level						✓	✓			
Manage supplier relationships at a senior level		✓	✓							✓
Manage supplier relationships at a local, operational level				✓		✓	✓			✓
Create and issue supplier / customer surveys where appropriate			✓			✓		✓		✓
Manage risk			✓		✓		✓			✓
Ensure service continuity			✓			✓		✓	✓	
Use incentives and sanctions appropriately			✓			✓		✓		
Provide guidance and advice to other parties as necessary		✓	✓			✓		✓		✓
Manage escalation process		✓	✓			✓		✓		✓