

**THE CONTRIBUTION OF PROCUREMENT CONTRACT
MANAGEMENT IN ATTAINING VALUE FOR MONEY IN THE
PROCUREMENT OF WORKS:**

A CASE OF VETA KIHONDA AND MVTTC

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MANAGEMENT IN ATTAINING VALUE FOR MONEY IN THE
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By

Devotha Sanga

**A Dissertation submitted inpartial/fulfillment of the requirements for the
Degree of Master of Science in Procurement and Supply Chain Management of
Mzumbe University.**

2019

CERTIFICATION

We, the undersigned, certify that we have read and here by recommend for acceptance by the Mzumbe University, a dissertation entitled; **“The contribution of procurement contract management in attaining value for money in procurement of works: A case of Veta Kihonda and MVTTC”** in partial fulfillment of the requirements for the award of the Master’s Degree of Science in Procurement and Supply Chain Management, Mzumbe University.

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DECLARATION AND COPYRIGHT

I, **Devotha Sanga**, hereby declare that this dissertation is my own original work and that it has not been presented and will not be presented to any other University for a similar or any other degree award.

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DEDICATION

This dissertation report is dedicated to my lovely mother Ruth Kyando, my husband Alfred Luondo and my daughter Praise for their prayers and encouragement. I appreciate their great initiatives.

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ABBREVIATIONS

ANAO	-	Australian National Audit Office
CAG	-	Control Audit General
MVTTC	-	Morogoro Vocational Teacher's Training College
NAO	-	National Audit Office
OGC	-	Office of Government Commerce
PMU	-	Procurement Management Unit
PPA	-	Public Procurement Act
PPRA	-	Public Procurement Regulatory Authority
VETA	-	Vocational Education and Training Authority
VFM	-	Value for money

ABSTRACT

It is well understood that the purpose of procurement contract management is to deliver value for money or to improve the quality of the public service. VfM is the optimum combination of the whole-life cost and quality (fitness for the purpose) to meet the users' requirement (Msita 2007). It is therefore procurement contract management is the management of the whole life cost and quality of a project or service to meet user's requirement. The aim of the study is to find out the contribution of procurement contract management in attaining value for money in the procurement of works.

The objective of the study among others include, to ascertain the contract management competencies of the procuring entity, to determine the influence of contract administration in attaining value for money in procurement of works, to determine the influence of relationship management in attaining value for money in procurement of works, to ascertain the influence of service delivery management in attaining value for money in procurement of works. The main data collection instrument employed in this study was structured questionnaire and interviews.

The study employed the purposive sampling technique. The finding revealed that the methods in place to track time, quality and cost, effective and efficient mechanism for risk analysis, dispute resolution mechanism provided in the contract document, adequate provisions are in place for standard contract. It was recommended that there is still a need for formulating a policy of value for money that would address specific issues relating to achievement of value for money such as formulation of value for money objectives, value for money terms in the contract, value for money performance criteria and contract auditing.

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CHAPTER ONE

INTRODUCTION

1.0 Introduction

The chapter provides information about procurement contract management in a way to attain the value for money in the procurement of works. Statement of the problem related to procurement contract management, specific research objectives, research questions, significance of the study, and scope of the study have been presented here. This chapter also describes briefly on the limitations of the study.

1.1 Background of the Problem

Procurement in public sector has increasingly become a global concern mostly due to its impact when it goes wrong. The procurement process is essential in public sector where several mistakes, inefficiency and ineffectiveness have been reported. Effective and efficient procurement system relates to value for money as well as transparency and accountability in the application of a procurement budget (Abdul, 2014). The procurement in public sector functions in an setting which are increasingly determined by programme reviews, technology and public and political expectations for service improvements (Eyaa and Oluka, 2011).

Contract management is an important activity in public procurement especially on the deployment of the public procurement system to pursue government developmental goals. It covers all the activities performed by both the procuring entity and the suppliers/contractors/service providers upon signing of the contract up to full discharge of the obligations of each party and is often an extremely controversial subject matter.

Sustainable Procurement means using procurement to support wider social, economic and environmental objectives, in ways that offer real long-term benefits to all parties and this cannot be attained without a suitable procurement contract management.

Contract management in public sector is important for all procuring entities in attainment of value for money (Trepe 2011; Kumar & Markeset, 2007). A value for Money (VfM) explains the concept efficient, effectiveness and economies in procurement of resources in achieving the intended outcome. The prime conception about VfM in public sector organizations is the principle that public funds should be used accordingly and that those who conduct public business should be subjected to the economic (accompanied by efficiency and effectiveness) management of the resources assigned to them (OAG, Canada).

Attainment of VfM in Tanzanian organization remains to be a challenge and poor contract management remains to be the subject key of the cause (PPRA, 2017). Several factors were identified to contribute to the challenge in the attainment of value for money, these are; shortage of staff with appropriate skills, impediments arise due to unbending procurement rules and incompetent procurement staff (Mamiro, 2010), vetting of all contracts above 50 million by Attorney General (World Bank 2017), poor training and development programmes (Köksal 2011), disobedience to the terms and conditions of the contracts, poor use of technology in the area of project management, Ineffective project planning resulting to unnecessary changes of scope or specification and design (Hanga, 2008), and failure to evaluate completed contracts (RDTL-Ministry of Finance, 2011).

In Tanzania, Regulation 121 of the Tanzania Public Procurement Act 2011 (PPA 20011) gives procuring entities the mandates to the supervision and control of any procurement of goods, services bearing to the correct quantities and quality specified in the contract and monitors the progress and timely completion of works in accordance with the terms.

A lot of government funds are being spent on the procurement of works. Poor contract management however, can highly deter the government's effort in ensuring a good public service delivery to the people due to value for money not being realized effectively. The main objective of this study therefore, was to understand exactly how contract management in the procurement of works influences the value for money attainment in the procuring entities. The researcher used two case studies VETA Kihonda and MVTTC.

1.2 Statement of the Problem

In Tanzania, procurement process in public sector faces the blunders most in the management of the contract. It is happening like this due to the fact that procurement function in Tanzania puts much attention on VfM and neglect public procurement contract management which helps in realization of value for money. VfM in appropriate sense is not about purchasing items in low price and rather means the balance between the lifetime cost of the purchase and the quality or performance of that product or service. Contract management is a key element in demonstrating that a purchase (product or service) represents value for money (Manchester University, 2015).

CAG and PPRA reports for the financial year ending 30th 2016, pointed out that the government of Tanzania lost billions of Tanzanian shillings due to procurement process which did not follow the principles of contract management and VfM.

Contract management has substantial impact on the management of procurement contracts for goods or works mostly in the three cases; delay, cost and quality. Furthermore, other studies focused on contract management only and ignore on its contribution to the attainment of VfM. Therefore, the study stayed aiming to examine the contribution of procurement contracts management in attaining value for money in VETA Kihonda and Morogoro Vocational Teachers Training College (MVTTC)

1.3 General Objective

The main objective was to assess the contribution of procurement contract management in attaining value for money in procurement of works at VETA Kihonda and Morogoro Vocational Teacher's Training College (MVTTC)

1.3.1 Specific objectives

- i. To ascertain the contract management competencies of the procuring entity
- ii. To determine the influence of contract administration in attaining value for money in procurement of works
- iii. To determine the influence of relationship management in attaining value for money in procurement of works
- iv. To ascertain the influence of service delivery management in attaining value for money in procurement of works

1.4 Specific Research Questions

- i. What are the contract management competencies of the procuring entity in the procurement of works?
- ii. What is the influence of contract administration in achieving VfM in procurement of works?
- iii. What is the influence of relationship management in achieving VfM in procurement of works?
- iv. What is the influence of service delivery management in attaining VfM in procurement of works?

1.5 Significance of the research

The following were the significance of the research;

- i. The policy makers would be offered information, hence to make suitable decisions while they are informed.
- ii. It offers much understanding and the knowledge concerning procurement contracts management in attaining VFM in procurements of works in Public sector.

1.6 The limitations

The study was expected to have some limitations, first in terms of time and cost, the finance is not enough to fund the whole proposal as it should have appeared, second the study has few literatures wrote on procurement contract.

1.7 Organization of the study

The study is having six chapters in total. Chapter one dwells on the problem setting. It introduces the topic and set out the objectives of the study. It also provide the background of the problem as well as the problem statement. Chapter two of this study provides the review of the literature in which the theoretical and empirical literature has been reviewed. Chapter three of the study includes the research methodology and important aspects like the research design, the study area, sampling and methods of data analysis which used for this study. Chapter four provides analysis and presentation of the findings obtained from the study. Chapter five provides discussion of the findings. And the last is chapter six which includes summary, policy implications and Conclusion.

CHAPTER TWO

LITERATURE REVIEW

2.0 Introduction

A literature review under this study is a body of text that aiming to review critical points of current knowledge on contribution of procurement contract management in achieving value for money in procurement of works in public sectors. This chapter of literature review is comprised of four parts namely, definition of key concepts, theoretical literature review, empirical literature reviews and conceptual framework.

The empirical literature review provides evidences on various aspect of the contribution of procurement contract management in delivering Value for Money in public Sectors procurement. This comparing what has been published on a topic by accredited scholars and researchers in Tanzania and any other part of the world at large. The drive of the literature review is to convey a reader what knowledge and ideas have been recognized by the past researchers and scholars on a topic and what are their strengths and weaknesses so that to uncover and understand the research gap to be fulfilled by this research study.

2.1 Definition of Terms

2.1.1 Public Procurement

Procurement refer as “the function responsible for obtaining by purchase, lease or other legal means, equipment, materials, supplies and services required by an undertaking for use in satisfying wants”. Thus, overall purchasing task means “to obtain materials, goods and services at the right quality, in the right quantity from the right source delivered to the right place at the right time at the right price, to achieve an organizational objective” (Lyson, 1996).

2.1.2 Contract Administration

Contract Administration refer to the process which empowers the two parties to a contract to meet their requirements in order to bring the intentions needed in the contract. It covers continuing daily management, transition and implementation, evaluation, and succession planning (ANAO, 2001).

2.1.3 Contract Management

Contract management is related to the process which respectively base on both part of contract to fulfill obligation and objective base on the contract for work. This must relate to the transition and day to day related management and evaluation which adequately associated to the existing planning (ANAO, 2001).

2.1.4 Value for Money

Msita (2007) defined VfM as the optimum combination of the whole-life cost and quality (fitness for the purpose) to meet the users' requirement. The users' requirement among others includes quality of acquired goods, timely delivery, customer satisfaction, reasonable price and quality of people undertaking procurement functions (Kakwezi and Nyeko, 2010).

2.2 Theoretical Literature Review

2.2.1 Nature of Public Procurement

Procurement in public sector has its origins in the obligation of government organizations to provide goods and infrastructure to the population of a country or a specific area. It means the management have a task of procuring the goods and services required to achieve its purposes (Arrow smith, 2010).

History of public procurement dates between 2400 and 2800 B.C. (Thai, 2001). This was with a procurement order of fifty (50) containers of oil (McCue, & Pitzer (2000). Contrarily to McCue, & Pitzer (2000), Thai (2001), indicated that procurement activities developed with silk trades that involved China and Greece in 800 B.C. The

importance of public procurement cannot be exaggerated bearing in mind the huge financial obligation that is usually involved in the procurement process.

Odhiambo and Kamau, (2003) urges that Public procurement has its origins in the fiduciary commitment of government administrations to deliver goods and infrastructure to the population of a country or a specific geographic region, city or town. Public procurement denotes the government activity of purchasing the goods and services necessary to perform its functions (Arrow smith, 2010). Public procurement is comprehensively defined as the purchasing, hiring or obtaining by any contractual means, goods, construction works and services by the public sector (Odhiambo and Kamau, 2003).

Procurement comprises the purchase of commodities and contracting of construction works and services if such acquisition is effected with resources from state budgets, local authority budgets, state foundation funds, domestic loans or foreign loans guaranteed by the state, foreign aid and revenue received from the economic activity of state. According to Hommen and Rolfstam (2009), public procurement is “the acquisition (through buying or purchasing) of goods and services by government or public organizations”. Arrow smith (2010) posit that the concept of public procurement can be referred to as procurement planning, contract placement and contract administration. Based on the above, public procurement can be defined as “the function whereby public sector organizations acquire goods, services and development and construction projects from suppliers in the local and international market, subject to the general principles of fairness, equitability, transparency, competitiveness and cost-effectiveness”.

Procurement activities includes the purchase of commodities and contracting of construction works and services. According to Hommen and Rolfstam (2009), Public procurement is “the acquisition (through buying or purchasing) of goods and services by government or public organizations”. Arrow smith (2010) suggest that the concept of public procurement can be stated to as contract placement, procurement planning and contract administration. Thus, public procurement can be defined as

“the function whereby public sector organizations acquire goods, services and development and construction projects from suppliers in the local and international market, subject to the general principles of fairness, equitability, transparency, competitiveness and cost-effectiveness”.

2.2.2 Legality of Procurement Frame work in Tanzania

The establishment of PPA in 2011 provided the way for the PPRA as an entity to control all procurement activities. PPRA functions by observing and watching procurement proceedings. PPRA carries out performance reviews, contract and scrutinize where appropriate and establishment of procurement procedures such as standard bidding documents and evaluation guidelines well as request for proposals.

The government established PPAA which exist to solve all the disputes arising from procurement procedures. It provides a chance for the procurement dealers (contractors, consultant, and services providers) to appeal for review of the tender processes. PPAA has the power to order termination of procurement proceedings, payment of compensation for any reasonable costs incurred by the supplier or contractor if it has been found beyond reasonable doubt that there was misconduct. PPAA has the final say unless the procurement dealer is unsatisfied he/she can appeal to the court of law. However, PE has been vested with the power of initiating, processing and managing its own procurements. Therefore, PPAA and PPRA use its mandate grounded on procurement reports from Pes, PPAA and PPRA has independent powers on procurement process but PE reports to both authorities where required as provided under the procurementAct. PPA (2011).

2.2.3 Functions of Procurement Contract Management

The functions in procurement contract management can be put into three categories namely; relationship management, contract administration and service delivery management (OGC, 2002). The functions can be discussed as it follows below;

- i. Relationship management strive to secure the transparent bond on both parties which adhere to constructivism, the relationship which stay to mitigate the attention and compromise the early sign of potential problems, recognizing area for improvement. Have a relationship which is totally professional and professional approaches in solving any problem.
- ii. Contract administration has the obligation of handling the official governance of the contract and any permitted changes to documentation at the wholly time of the contract. It functions to make sure that the everyday aspects of constructing the contract run effectively and efficiently are taken care of.
- iii. Delivery management has the functions of making sure that whatever has been ordered should be delivered in the appropriate manner, this includes all requirements level of performance and quality as it was stipulated in contract.

2.2.4 Contract Administration and Management

Gradually, public sector organizations are changing traditional formal methods of contract management (which tended to keep the provider at arm's length and can become adversarial) towards constructive relationships with providers especially in the procurement of works. The management of such a contract requires a range of skills, knowledge and resources for both the PE and the provider.

2.2.5 Procurement contract management activities

The major procurement contract activities are divided in two categories namely; upstream or pre award contract activities and downstream or post award contract activities. Assessing VFM in Tanzania is done by PPRA through the major five indicators of the procurement management activities; these includes planning, design and tender documentation, procurement process, works supervision and contract administration, project completion and closure (PPRA, 2014)

2.2.5.1 Procurement planning

Agaba and Shipman (2007) defined as the process that a company or public entity uses to plan procuring activity for a given period of time. (URT 2011) requires PE's an annual procurement plans which will guide them in their procurement undertakings during a particular financial year.

Delays in purchases are being controlled by the PE's by the formulation of the annual procurement plan hence value is created. Bamfoagyei (2015) argues that when PE's avoids delays in the whole processes of procurement leading to saving of time and money, permitting the timely award of contract that enhances other dependant procurement.

2.2.5.2 Design and documentation

Standard template document are to be used as stipulated in the Public procurement regulation of 201. Procurement contract document should be stated in simple language to avoid different interpretations requiring revisions and reviews.

2.2.5.3 Procurement process

UN Practitioner's Handbook (2011) plotted six forms of procurement process namely; requirement definition, sourcing, solicitation, evaluation, contracting, post award contract management.

2.2.5.4 Works supervision

Public Procurement Regulation 251 of 2013 shows PE's accounting officer appoint work supervisor. The supervisor appointed manages the works of inspection committee and prepare and submit to the accounting officer performance report within the period prescribed by the accounting officer

2.2.5.5 Contract administration

This activity is concerned with the routine clerical function. The importance to the smooth running of the post award contract management and it should be resourced effectively. This one is the primary responsibility of the contract manager

2.2.5.6 Project completion and closure

Public procurement regulation of 2013 show clearly that PE's shall manage performance of contractor against the statement of requirements or schedule of works stated in the contract by means of monthly, weekly and day to day reports from the PE's supervisor responsible for the services or works. If contractor's performance is satisfactory, the PE shall authorize payments by measurement and certification, contrary to that the PE shall draw contractor's attention to any short-comings, and may refuse to authorise further payments until these are remedied.

2.3 Theory Application in the study

Gansler (2002) suggest that effective contracting can be realized more if the managers are collaboratively engaged on the wholly process. Contracting is viewed as the arm-lengths relationship between the government (purchaser) and the vendor (Koelman, 2002).The theoretical framework is suitable to inform public managers

and the elected officials where it will guide their decision making about which time to engage in contract activities and how to manage contract relations once the contract has been let.

Transaction cost theory suit this study, Williamson (1981) viewed transaction costs as the “comparative costs of planning, adapting, and monitoring task completion under alternative governing structures”. Transaction costs are fundamentally the management costs experienced in supplying services, and they appear under both in-house and contracted service delivery. Transaction costs ascend due to the following; inadequate information, future uncertainty and organizations’ opportunistic behavior in their interactions with others (Coase, 1937; Williamson, 1997).

Contracts are not fully specified due to the fact that both parties cannot fully predict all possible future scenarios. Incomplete contract, may lead to the vendor opportunistically exploit ambiguities in the contract in favor of him/her but at the expense of the contracting organization. To mitigate the opportunism, the contracting organization must suffer transaction costs, such as establishing performance measures in the contract, monitoring vendors’ performance, and implementing necessary penalties.

According to Bartle (2002) there are four concepts which are vital in using the theory of transaction cost in government procurement. It includes the following:

- i. Unequal access of information. This is happening when one party to a transaction possess substantial information than the other party, opportunistic behavior in this case may presents itself. Both parties might suffer costs to collect extra information, or proceed into the transaction hoping for the best. The information challenge is serious when the parties has the low trust for each other.
- ii. Uncertainty challenge. Prospects for opportunistic behavior serve as one of the central mode of analysis in the area. It enables the financial managers, their contractors and other governing bodies to face unclear situations in

their transactions. The cause for this uncertainty may arise from uncertain environment or opportunistic behavior of the individuals.

- iii. Decisions are made in a way consistent with bounded rationality. Decision makers assume that alternatives are limited and therefore they should think rational. Circumstances sometimes lead them to think opportunistically. However, cost and benefits gets priority during the decision making
- iv. Particularization of asset is a normal issue in this theoretical framework. If an asset is tied by nature to a specific service, then it became vulnerable to the “hold up” problem where one party in a contract might exploit the other party’s defenselessness.

Thus, proper checking and supervision of the treaty is very significant in a way to ensure that parties protect themselves from suspicions, opportunistic behaviors, irrational decisions and at the end there is prosperous contract management that guarantees the achievement of value for money by the procurement entities.

2.4 Empirical Review

Patrick et al (2010) conducted the study on “Procurement practices among Secondary Schools in Mosoch Division of Kisii County in Kenya” The study reveals that the use of regulations in Procurement services had a positive lead time while the similar regulations has negative significance on transparency of the procurement procedures and quality of the things procured.

In 2008, Haraba conducted a study on motives for preparation and controlling of procurement plan, the study put the emphasis on the procurement planning and VfM challenges in the public procurement. The results revealed that procurement planning is a vital tool for attaining efficient and effective procurement process in order the procuring entities to meet its envisioned goals.

Ameyaw and Osei Tutu (2011) conducted a study in Ghana on Procurement and Contract management and the results revealed that contract management noted a very low compliance level. The results show that most of the procurement entities take contract management for granted and enthusiasm at the contract management is low as compared to the award stage. The authors further reveal that; there is total lack of information in ongoing contracts. Most of the institution surveyed lacked project monitoring reports, delivery reports, keeping of records of items disposed, project implementation and supervision reports and the use of appropriate stock control record system.

To supplement the above, Kannan (2003) reveal that several breaches of contract have been observed as a result of ineffective communication as he stipulated that “one of the ways to ensure effective contract management is through information interaction and communication.”

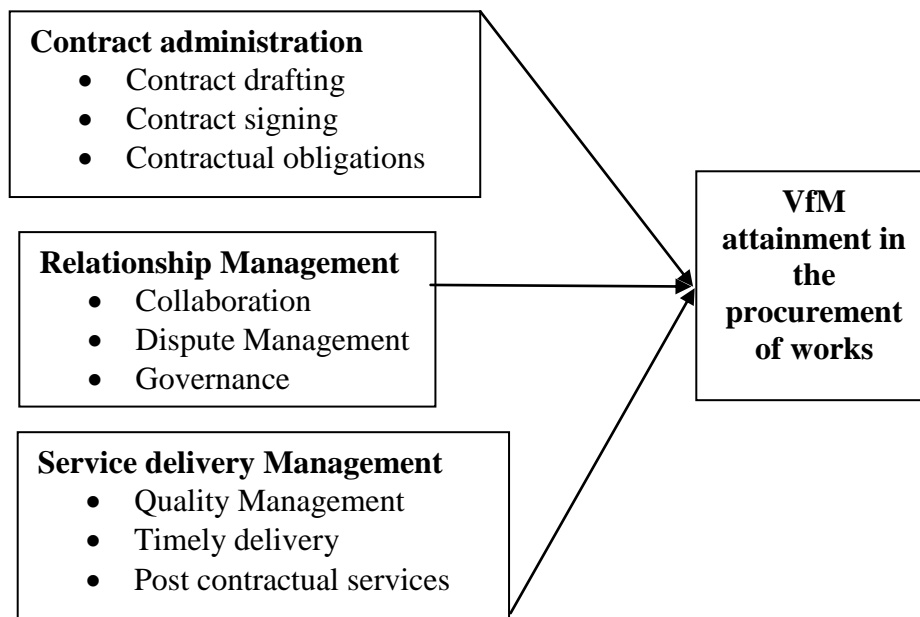
According to Kaswaka (2009), ineffective procurement plans can be triggered by many reasons, for example the presence of stakeholders’, negative perception to role of procurement plan as a results were not good prepared and implemented. The poor understanding and capacity in preparation of procurement plan were also noted as major constraints as well as delay in release of funds were major constraints to effective procurement plan implementation. Also, noted were lack of skills and capacity of staff entrusted with handling procurement functions.

Mamiro (2010), conducted the study that attaining VfM in public expenditure is a big problem due to lack of suitable procurement skills and incompetent managers and staff responsible for procurement conditions within the procuring entity. They repeated further that unbending rules which regulate public procurement function intensify the problem which may cause difficulties in attaining VfM.

2.5 Conceptual Framework

The conceptual framework presented in this study includes two sets of variables, which are dependent and independent variables. The independent variables are three variables which are the facets of contract management, namely contract administration, relationship management and service delivery management. The dependent variable is VfM attainment in the procurement of works. The framework elaborates the relationship between these facets of contract management and how they impact VfM in the procurement of works.

Figure 2.1 Conceptual Frame work



Source: Researcher (2018)

2.5.1 Operationalization of variables

This section provides details of how variables for quantitative data will be measured. For all variables, a 5-point Likert scale will be used to measure them whereby (1=strongly disagree to 5=strongly agree)

a) Contract Administration

This variable was focused on encapsulating the degree to which contract management was carried out in the two procuring entities. Three items were used to measure this variable as elaborated in the table below.

Scale item	Description	Code
Contract drafting	We always use template contracts issued by PPRA for the procurement of works	CA1
Contract signing	We always make sure that the contractor understands the contract terms before actually signing it	CA2
Contractual obligations	We always make sure that our contractors and us fulfill contractual obligations	CA3

b) Relationship Management

This variable was focused on the degree to which the two procuring entities manage its relationship with its consultants in the procurement contract. Three items were used to measure this variable as elaborated in the table below.

Scale item	Description	Code
Collaboration	We focus on collaborative relationship with our contractors	RM1
Dispute management	We always try to identify early signs of disputes with our contractors and solve them before they escalate	RM2
Governance		RM3

c) Service delivery management

This variable was used to understand the extent to which service delivery is being managed between the procuring entity and its consultants. Three items was used to measure this variable as illustrated in the table below.

Scale item	Description	Code
Quality management	We make sure that our contractors adhere to quality standards in the works we procure	SD1
Timely delivery	We do our level best to ensure that the contractors meet project deadlines	SD2
Post-contractual services	We make sure that the contractors undertake the post-contractual obligations like services or maintenance	SD3

d) Value for money achievement

VFM achievement is a variable that measured the extent to which the two procuring entities achieve value for money in the procurement of works. Three items was used to measure this variable illustrated in the table below.

Scale item	Description	Code
Economy	We achieve economy in procurement of works	VFM1
Efficiency	We always achieve efficiency in procurement of works	VFM2
Effectiveness	There is effectiveness in our procurement of works	VFM3

CHAPTER THREE

RESEARCH METHODOLOGY

3.0 Introduction

This chapter describes the research methods and procedures employed by the researcher, in the whole process of the research in collecting, analyzing, interpreting and presenting data for the research problem. This chapter includes: - Study type, study area, research design, unit of analysis, sample and sampling technique, type of sources of data, method of data collection methods, validity issues and data analysis and processing procedures.

3.1 Research approach

Mixed approach was being used in this study. The reason for using this approach is to give much insight to the phenomena under investigation, besides, nature of some of the respondents required to use qualitative approach (use of interview method). This was appeared in three areas where techniques and methods was used interdependent as follows; first used during research proposal writing (Theoretical considerations), second during data collection (the main method was closed-structured questionnaire, however, interview method was used to the head of departments to give much insight about the phenomena. the third area of mixed stance was during data analysis where the regression analysis (Quantitative approach) was used and content analysis was embedded to help.

3.2 Study Population

The study target all public procurement actors, members and stakeholders in Tanzania who having the same characteristic. Targeted population comprised of 393 from some of the organization departments. This population constituted normal staffs, supporting staffs, Heads of departments and Units, the Members of PMU and the Procurement Officers

3.3 Study Area

The study was conducted at VETA Kihonda and Morogoro Vocational Teacher's Training College in Morogoro region. The researcher chooses those places because she is familiar with the place that it can be easy in terms of data collection.

3.4 Research Design

This study used case study design which means the study had only one case under investigation. The reason for choosing this kind of design dwells on the fact that the researcher needs to get deep insight on the contribution of procurement contract management in achieving value for money in the public works. The study would answer the questions why and how.

3.5 Unit analysis

The study was involved procurement entities in public sectors and all actors in procurement entities, and all who share the same characteristics with public procurement sector.

3.6 Sample size and Sampling procedure

3.6.1 Simple Random Sampling technique

This technique was used to take respondents from various sections. The targeted population comprised of 100 respondents from some of the VETA Kihonda and MVTTTC departments, which included normal staffs, supporting staffs, Heads of departments and Units, contract managers, contract management team, and members of Procurement Management Unit.

3.6.2 Purposive Sampling

The purposive sampling technique is a type of non-probability sampling that is most effective when one needs to study a certain cultural domain with knowledgeable experts within (Dolores Tongco, 2007). The method was used purposively to select

the head of departments and managers to give much insights in the procurement contract management.

3.6.3 Sample size

The sample was involved 100 respondents from some of the VETA Kihonda and MVTTTC departments. This sample size was constituted normal staffs, supporting staffs, Heads of departments and Units, members of PMU, contract managers, contract management team, and project coordinator. The 100 respondents were enough to provide suitable information for this study. Table 3.1 provide the information about the sample distribution.

Table 3.1 Distribution of the sample size

Unit	Frequency				
	SAMPLE	VETAPOPU LATION	VETA	MVTTTCPOPU LATION	MVTT C
Contract Managers	12	27	6	34	6
Heads of Departments	16	25	8	29	8
User Departments	30	43	15	38	15
Contract management Team	20	30	10	27	10
Building and estate manager	10	30	5	41	5
PMU	12	25	6	46	6
Total	100	180	50	215	50

Source: Field Data (2019)

3.7 Source of Data collections

The collection was involved both secondary and primary source of data collections, for the primary data, questionnaire and interview method was carried out while for the secondary source, documentary review was being done to compensate on the primary methods.

3.8 Method of Data collections

3.8.1 Questionnaire method

Information was collected at the first hand through questionnaire method, it was a sort of close and open ended structured questionnaire with Likert scale were the respondent was asked the questions and fill the one which they think is the most accurate. The questionnaire was filled by the respondent themselves.

3.8.2 Interview Method

Interview method was used to all managers and head of department pertaining to this study. This included the contract managers, building and estate managers and head of departments. The interview method was employed to give much insights about the phenomena.

3.8.3 Documentary Review

The researcher was reviewed some documents from VETA Kihonda and MVTTC which are related to procurement contract management, this was done to compensate the data found in the first hand from questionnaire and interview method.

3.9 Data Processing Analysis

Responses gathered from the interview and questionnaires administered were entered in the Statistical Package for Social Science (SPSS). After the entry, the collected data was statistically analyzed. Information were put into tables and described, regression analysis was run to provide the explanation for the predicted. Content analysis was used to analyze the data obtained from interview method after being codified.

3.10 Data Validity and Reliability

The validity and reliability of the instrument was ensured through pretest which was carried out. The questionnaires which developed was shared with my colleagues in the department of procurement and other procurement unit. The comments and their observations was taken into consideration. This stage was revealed the suitability of the methods and instruments that was employed in the study. This, in turn would lead to the earlier detection of errors in the questionnaire. Besides, Conceptual framework was reviewed to make sure it reflects the study (Gustad *et al*, 2004).

3.11 Ethical Considerations

The issue of ethics has been and was considered in this study earlier by the time when the topic was chosen so as to comply with conditions required. Where, respondents that involved in the study was given full information about what the study is all about so as to make them aware and decide whether to participate in the study or not. During the interview session all respondents were granted a right to join or leave the interview unconditionally, this was done as a way to guarantee the respondents with highest degree of freedom.

Those who participate in the study their identity in terms of names was not be exposed to the public/administration so as to protect them from harm. By the time of analyzing data what was obtained from the field is what was written, so no any data was manipulated in order to suit the study. The language used is simple and non-abusive so as to keep the readers more comfortable and understand the work very well. Finally, all literatures were highly appreciated just by citing the scholars used in the entire work as a way of avoiding plagiarism which is an academic offense. The study seeks permit letter from the directorate of graduate studies in order to collect data. The consent and assurance of confidentiality to the respondents, the voluntary and withdrawal was assured.

CHAPTER FOUR

PRESENTATION OF FINDINGS

4.1 Introduction

This chapter presents the data collected during the study and analyses the findings from the area of the study. The research findings were analyzed and interpreted in relation to the specific objectives and related research questions of the study. Therefore, this chapter presents the data analysis and discusses the findings why do they look like. The specific objectives were;

- i. To ascertain (find out) the contract management competencies of the procuring entity
- ii. To determine the influence of contract administration in attaining value for money in procurement of works
- iii. To determine the influence of relationship management in attaining value for money in procurement of works
- iv. To ascertain the influence of service delivery management in attaining value for money in procurement of works

In this study, return rate was 100 percent due to the fact that the methods of data collection selected (Interview and Questionnaire) were researcher administered and therefore the return is always 100 percent. Also return rate was successful due to the willing of the respondents to participate in the study. Table 4.1 presents the return rate of the respondents.

Table 4.1 Return/Responsive Rate of the Respondents

Methods	Respondents	Sample	Responsive rate	Non Responsive
Interview Method	Managers and Head of Departments	10	100%	0%
Questionnaire Method	User departments, contract management team, PMU	90	100%	0%
Total		100	100%	0%

Source: Researcher (2019)

The respondents were required to indicate their level / extent of agreement with the statements related to Contract Management Competence, contract administration, relationship Management, and service delivery by filling a questionnaire with 5 - Likert scale. A few were structured questions where contract managers and head of units were interviewed. Data was coded, analyzed and the following were observed

4.2 Demographic Information of the Respondents

Before presenting data for the specific research objectives, the researcher would like to present demographic data of the respondents. The demographic data of respondents will include but not limited to gender, education, work experience, specialization (occupation) and age, this was done according to the needs of the study. The response from this study collected from 90 respondents who filled questionnaires and 10 respondents who were interviewed.

4.2.1 Respondents of the Gender

Table 4.2 Proportion of Response to the study by Gender

Category of Participants	VETA KIHONDA	MVTTC	Frequency
Female	15 (30%)	25 (50%)	40 (40%)
Male	35 (70%)	25 (50%)	60 (60%)
Total	50 (100%)	50 (100%)	100 (100%)

Source: Field Data (2019)

The data collected from VETA-Kihonda revealed that male gender were dominant by 70 % (35) while in MVTTC both gender were equal by 50% (25). Meaning that in VETA Kihonda the male respondents were 35 while female were 15, while in MVTTC the male gender were 25 while female respondents were also 25. Totally, the male respondents dominated this study by 60% (60) while female respondents got 40% (40). Table 4.2 shows the result.

4.2.2 Respondents of the Age group

Table 4.3 Proportional of Respondents by Age group

Age group (Years)	VETAKIHONDA	MVTTC	Frequency
20- 29	7	8	15 (15%)
30-39	22	22	44 (40%)
40-49	10	10	20 (20%)
50-59	10	11	21 (21%)
Total	50 (50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

In this study, the age group were categorized into six groups namely; those who are below 20 years, who aged between 20 and 29, who aged between 30 and 39, who aged between 40 and 49, who aged between 50 and 59, and the last category involves those who aged 60 years and above. The study revealed that 15 respondents which equals to 15% were aged between 20 and 29 years, 44 respondents which equals to 44% were aged between 30 and 39 years, 20 respondents which equals to 20 % were aged between 40 and 49 years, the last category had 21 respondents which equals to 21% were aged between 50 and 59 years. The results were both from VETA Kihonda and MVTTC. The results implies that this study dominated by the respondents who aged between 30 and 39 years respectively. Table 4.3 shows the results.

4.2.3 Proportional of Respondents by Education

Table 4.4 Proportional of respondents by education

Level of Education	TA	MVTTC	Frequency
O-Level	2	2	4 (4%)
A-Level	1	5	6 (12%)
O-Diploma	23	20	43 (20%)
Degree	20	19	39(10%)
Masters	4	4	8 (3%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

In this section, the data were collected to identify the level of education the respondents reached. The data collected revealed that 4 respondents which equals to 4% had ordinary level education, 6 respondents which equals to 6% had advanced level of education, 43 respondents which equals to 43% had ordinary diploma education. 39 respondents which equals to 39% had degree or advanced diploma level of education and the last category are those who had master's degree who compose 8% (8) of the respondents. The results imply that this study was dominated by the respondents who have ordinary diploma by 43% and degree by 39%. Table 4.4 shows the results.

4.2.4 Proportion of Respondents by Experience

This section aim to identify the experience of the staff in VETA Kihonda and MVTTTC. The data collected from the field revealed that 66 respondents which equals to 66% had the experience of 6 to 10 years, 14 respondents which equals to 14 % had the experience of 11 to 15 years, 15 respondents which equals to 15% had the experience of 1 to 5 years. 5 respondents which equals to 5% had the experience of above 15 years. This implies that the study was dominated by the respondents who had the experience of 6 to 10 years in procurement of contract management.

Table 4.5 Proportion of Respondents by Experience

Level of Experience	VETA	MVTTC	Frequency
1-5 years	6	9	15 (15%)
6-10 years	32	34	66 (66%)
11-15 years	8	6	14 (14%)
Above 15 years	2	3	5 (5%)
Total	48	52	100 (100%)

Source: Field (2019)

4.3. Contract management competencies of the procuring entity

To determine competencies of the procuring entity in contract management, the researcher examined four statements, first was about the respondent's awareness and understanding of the contract processes; second was about adequate provisions are in place for standard contract; third was about the capacity of the PE to manage contracts, and fourth was about identification and management of risks.

4.3.1 Awareness and understanding of the contract processes

Table 4.6 Awareness and understanding of the contract processes

Extent of Agreement	VETA	MVTTC	Frequency
Strongly agree	26	24	50 (50%)
Agree	15	15	30 (30%)
Don't know	8	10	18 (18%)
Disagree	1	1	2 (2%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The results shows that 50% of the respondents strongly agree that there is full awareness and understanding of the contact process, 30 % of the respondents agree that there is largely awareness and understanding of the contact process, 18% of the respondents don't know if PE staff are aware of the contract process, 2% of the respondents suggest don't agree that there is awareness and understanding of the contact process. The result implies that this study was dominated by the respondents who agreed that PE staffs are fully aware and understands contact process. The table 4.6 shows the results.

4.3.2 Adequate provisions are in place for standard contract

Table 4.7 Adequate provisions are in place for standard contract

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	35	40	75 (20%)
Agree	11	9	20 (50%)
Don't know	0	0	0 (0%)
Disagree	4	1	5 (5%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

Respondent's extent of agreement shows that 75% strongly agree that adequate provisions (standard template, schedule of works) are in place for standard contract, 20 % agree that adequate requirements are in place for standard contract, 5% disagree that adequate requirements are in place for standard contract.

4.3.3 Capacity to manage contract

Table 4.8 Capacity to manage contracts

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	9	9	18 (18%)
Agree	38	32	70 (70%)
Don't know	0	0	(0%)
Disagree	3	9	12 (12%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The results show that 18% of the respondents strongly agree that PE'S have sufficient resource to manage contracts (Human, financial and institutional resources), 70% agree that PE's have sufficient resource to manage the contract and 12% disagree that PE's have sufficient resource to manage contracts (Human, financial and institutional) while was no respondent who disagreed that PE has sufficient resource to manage contracts.

4.3.4 Risk Identification and Management

Table 4.9 Risk Identification and Management

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	10	10	20 (20%)
Agree	20	17	37 (37%)
Don't know	2	1	3(3%)
Disagree	18	22	38 (38%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The results show that 20% of the respondents strongly agree that VETA and MVTTTC have effective and efficient mechanism for risk analysis; management and mitigation in contract for works, 37 % of the respondents agree VETA and MVTTTC have effective and efficient mechanism for risk analysis, management and mitigation in contract for works, 3% of the respondents don't know if VETA and MVTTTC have effective and efficient mechanism for risk analysis, management and mitigation in contract for works while 38% of the respondents disagree that VETA and MVTTTC have effective and efficient mechanism for risk analysis, management and mitigation in contract for works.

4.4 Contract administration

The second objective was to determine administration of contract for works in procuring entity, the study aimed to understand if there is qualified workforce, clearly defined roles and responsibility, contract maintaining and change control and contract monitoring at VETA and MVTTTC.

4.4.1 Qualified workforce

Table 4.10 Qualified workforces

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	12	20	32 (32%)
Agree	17	15	32 (32%)
Don't know	9	9	18(18%)
Disagree	12	6	18 (18%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The collected data shows; 32% of the respondents strongly agree that the contract manager and the contract management teams at VETA and MVTTC have appropriate range of skills to manage contract for works, 32% of the respondents agree that the contract manager and the contract management teams at VETA and MVTTC have appropriate range of skills to manage contract for works, 18% of the respondents don't know if that the contract manager and the contract management teams at VETA and MVTTC have appropriate range of skills to manage contract for works, 18% of the respondents disagree that the contract manager and the contract management teams at VETA and MVTTC have appropriate range of skills to manage contract for works, Table 4.10 shows the results.

4.4.2 Clearly defined roles and responsibilities at all levels of contractual parties

Table 4.11 clearly defined roles and responsibilities at all levels of contractual parties

Level of Agreement	VETAMVTTC		Frequency
Strongly agree	20	15	35 (35%)
Agree	27	35	62 (62%)
Don't know	3	0	3(3%)
Disagree	0	0	0 (0%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The results show that 35% of the respondents strongly agree that the respective roles and responsibility stipulated in works contracts are clear and understandable to both

contractual parties, 62% of the respondents agree the respective roles and responsibility stipulated in works contracts are clear and understandable to both contractual parties, 3% of the respondents do not know that the respective roles and responsibility are clear and understandable to both contractual parties.

4.4.3 Contract maintaining and change control

Table 4.12 Contract maintaining and change control

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	7	0	17 (17%)
Agree	25	15	50 (50%)
Don't know	6	7	13(13%)
Disagree	12	8	20 (20%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50%)	100 (100%)

Source: Field Data (2019)

This part addressed whether actions taken (including formal change) in any given situation are designed and set out from original contract documentation. The result shows that 17% strongly agree that actions taken (including formal change) in any given situation comes from the original tender document, 50% actions taken (including formal change) in any given situation comes from the original tender document and 13% don't know if actions taken (including formal change) in any given situation comes from the original tender document while 20% of the respondent disagreed that actions taken (including formal change) in any given situation comes from the original tender document.

4.4.4 Contract monitoring

Table 4.13 Contract monitoring

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree		19	40 (40%)
Agree	21	21	42 (42%)
Don't know	8	10	18(18%)
Disagree	0	0	0 (0%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The collected data show that 40% of the respondents strongly agree there is regular/periodic reporting by the contractor and onsite review and observations by the contract manager, 42 % of the respondents agree there is regular/periodic reporting by the contractor and onsite review and observations by the contract manager, 18% of the respondents don't know if there is regular/periodic reporting by the contractor and onsite review and observations by the contract manager Table 4.8 shows the result.

4.4.5 Timely variance analysis

Table 4.14 Timely variance analysis

Level of Agreement	VETAMVTTC		Frequency
Strongly agree	30	40	70 (70%)
Agree	8	5	13 (13%)
Don't know	2	0	2(2%)
Disagree	10	5	15 (15%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The researcher wanted to find out if there is timely comparison of the actual performance to the performance goals to avoid further deterioration of poor performance. The result shows that 70% of the respondents strongly agree that there is timely variance analysis, 13% of the respondents agree that there is timely variance analysis, 2% of the respondents don't know if there is timely variance analysis while 15% of the respondent disagreed that there is timely variance analysis. Table 4.14 shows the results.

4.5 Relationship management

4.5.1 Collaboration and joint problem solving

Table 4.15 Collaboration and joint problem solving

Level of Agreement	VETAMVTTC		Frequency
Strongly agree	40	32	72 (72%)
Agree	8	10	18 (18%)
Don't know	0	3	3(3%)
Disagree	2	5	7 (7%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The researcher wanted to find out whether dispute resolutions mechanism are provided in the works contracts of the PE's. The result shows that 72% strongly agree that adequate provision on dispute resolution mechanism are provided, 18% of the respondents agree that adequate provision on dispute resolution mechanism are provided, 3% of the respondents don't know if adequate provision on dispute resolution mechanism are provided while 7% of the respondent disagreed that adequate provision on dispute resolution mechanism are provided. Table 4.15 shows the results.

4.5.2 Clear, Open and honest communication

Table 4.16 Clear, Open and honest communication

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	30	32	62 (62%)
Agree	11	9	20 (20%)
Don't know	5	7	12(12%)
Disagree	4	2	6(6%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The collected data show that 62% of the respondents strongly agree there is there is clear, Open and honest communication at appropriate levels of each contractual part, 20 % of the respondents agree there is open and honest communication at appropriate levels of each contractual par, 12% of the respondents don't know if there is open

and honest communication at appropriate levels of each contractual part, 6% of the respondents disagree that there is clear, open and honest communication at appropriate levels of each contractual part Table 4.16 shows the result.

4.5.3 Mutual trust, respect and understanding

Table 4.17 Mutual trust, respect and understanding

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	40	30	70 (70%)
Agree	6	12	18 (18%)
Don't know	2	3	5 (5%)
Disagree	2	5	7 (7%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The researcher wanted to find out whether there is confidence among contractual parties through their actions and behaviours. The result shows that 70% strongly agree that actions and behaviours of contractual parties show that they have confidence on each other, 18% of the respondents agree that actions and behaviours of contractual parties show that they have confidence on each other. 3% of the respondents don't know if Actions and behaviours of contractual parties show that they have confidence on each other while 7% of the respondent disagreed that actions and behaviours of contractual parties show that they have confidence on each other. Table 4.17 shows the result.

4.5.4 Standard procedures to resolve disagreement

To determine whether there are standard procedure to resolve disagreement, the following variables namely, Procedures to review disagreement are established from the beginning of the contract, procedures for escalating the disagreement to the higher level of authority, and accepted rules to resolve ambiguities in languages were observed. The researcher found out the following

4.5.4.1 Establishment of the Procedures to review difference of opinion, claims and request for changes from the Beginning.

Table 4.18 Establishment of the Procedures to review difference of opinion, claims and request for changes from the Beginning

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	40	45	85 (85%)
Agree	6	5	11 (18%)
Don't know	2	0	2(2%)
Disagree	2	0	2 (2%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The result shows that 85% strongly agree that procedures to review difference of opinions, claims and request for changes are established from the beginning of the contract, 11% of the respondents agree that procedures to review difference of opinion, claims and request for changes are established from the beginning of the contract, 2% of the respondents don't know if procedures to review difference of opinion, claims and request for changes are established from the beginning of the contract while 2% of the respondent disagreed that procedures to review difference of opinions, claims and request for changes are established from the beginning of the contract. Table 4.18 shows the result.

4.5.4.2 Agreed procedures for escalating the disagreement to the higher level of authority

From the finding the researcher wanted to know if the respondents are aware of the procedures of mailing, verbally, gossiping and meeting

From the finding the researcher wanted to know if the respondents are aware of the agreed procedures of mailing, verbally, gossiping and meeting for escalating to the higher level of authority

Table 4.19 Agreed procedures for escalating the disagreement to the higher level of authority

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	45	45	90 (90%)
Agree	4	3	7 (7%)
Don't know	1	1	2(2%)
Disagree	0	1	1(1%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	101 00%)

Source: Field Data (2019)

The result shows that 90% strongly agree that there is agreed procedures for escalating the disagreement to the higher level of authority, 7% of the respondents agree that there was agreed procedures for escalating the disagreement to the higher level of authority, 2% of the respondents don't know if there was agreed procedures for escalating the disagreement to the higher level of authority while only 1% of the respondent disagreed that there is agreed procedures for escalating the disagreement to the higher level of authority. Table 4.19 shows the result.

4.5.4.3 Accepted rules for resolving ambiguous contract language

From the finding the researcher wanted to know if the respondents are aware of the arbitration, adjudication, mediation, expert judgment and lawyer as accepted rules for resolving ambiguous contract language

Table 4.20 Accepted rules for resolving ambiguous contract language

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	38	42	80 (70%)
Agree	8	5	13 (13%)
Don't know	2	3	5(5%)
Disagree	2	0	2 (2%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	102 00%)

Source: Field Data (2019)

The researcher wanted to find out whether there are commonly accepted rules developed by lawyers and arbitrators to resolve ambiguities in contract language. The result shows that 80% strongly agree that there are accepted rules for resolving

ambiguous contract language, 13% of the respondents agree that there are accepted rules for resolving ambiguous contract language, 5% of the respondents don't know if there are accepted rules for resolving ambiguous contract language while 2% of the respondent disagreed that there are accepted rules for resolving ambiguous contract language. Table 4.20 shows the result.

4.6 Service delivery Management

4.6.1 Contractual commitment to time, quality and cost

Table 4.21 Contractual commitment to time, quality and cost

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	38	34	72 (72%)
Agree	6	6	12 (12%)
Don't know	0	0	00(00%)
Disagree	6	10	16 (16%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The collected data show; 72% of the respondents strongly agree that the methods are in place to track key contractual elements: time, quality, and cost, 12% of the respondents agree that the methods are in place to track key contractual elements: time, quality, and cost, 16% of the respondents disagree that the methods are in place to track key contractual elements: time, quality, and cost. Table 4.21 shows the result.

4.6.2 Contractual remedies (Liquidated damages, performance security, and termination)

Table 4.22 Contractual remedies (Liquidated damages, performance security, and termination)

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	28	30	58 (58%)
Agree	12	10	22 (22%)
Don't know	0	0	00(00%)
Disagree	5	3	8(8%)
Strongly disagree	5	7	12(12%)
Total	50(50%)	50 (50%)	100 (100%)

Source: Field Data (2019)

The collected data show; 58% of the respondents strongly agree that there is fair and consistent application of contractual remedies as per the contract, 22% of the respondents agree that there is fair and consistent application of contractual remedies as per the contract, 8% of the respondents disagree that there is fair and consistent application of contractual remedies as per the contract, 12% of the respondents strongly disagree that there is fair and consistent application of contractual remedies as per the contract. Table 4.22 shows the result.

4.6.3 Inspection procedures and sight visits

From the findings the researcher wanted to know if the respondent were aware with appointment of inspection committee, identification of inspection premises, analysis of quantity/items supplied versus quantity ordered, compliance to technical specifications, production of inspection reports

Table 4.23 Procedures for inspections and site visits based on standard contract

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	39	36	75(75%)
Agree	7	11	18 (18%)
Don't know	2	3	5(5%)
Disagree	2	0	2 (2%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 (50%)	103 00%

Source: Field Data (2019)

The researcher wanted to find out whether there are procedures for inspection and sight visits based on the standards identified in the contract. The result shows that 75% of the respondents strongly agree that there are procedures for inspection and sight visits based on the standards identified in the contract, 18% of the respondents agree that there are procedures for inspection and sight visits based on the standards identified in the contract, 5% of the respondents don't know if there are procedures for inspection and sight visits based on the standards identified in the contract while 2% of the respondent disagreed that there are procedures for inspection and sight visits based on the standards identified in the contract. Table 4.23 shows the result.

4.6.4 Acceptance or rejection standards

Table 4.24 Acceptance or rejection standards

Level of Agreement	VETA	MVTTC	Frequency
Strongly agree	43	41	84(84%)
Agree	5	6	11(11%)
Don't know	0	3	3(3%)
Disagree	2	0	2 (2%)
Strongly disagree	0	0	0 (0%)
Total	50(50%)	50 50%	100 (00%)

Source: Field Data (2019)

The researcher wanted to find out whether there is biasness in the acceptance or rejection of a performed work. The researcher run a questionnaire test to find out whether the acceptance or rejection standards are based on the specific technical description identified in the contract. The result shows that 84% of the respondents strongly agree that acceptance or rejection standards are based on the specific technical description identified in the contract, 11% of the respondents agree that acceptance or rejection standards are based on the specific technical description identified in the contract, 3% of the respondents don't know if acceptance or rejection standards are based on the specific technical description identified in the contract while 2% of the respondent disagreed that acceptance or rejection standards are based on the specific technical description identified in the contract. Table 4.24 shows the result.

4.7 Regression analysis to show the influence of contract administration in achieving value for money in procurement of works

A regression analysis of the model was done to show the influence of contract administration in attaining value for money in procurement of works with independent variables being contract drafting (X_1), Contract signing (X_2), contractual obligations (X_3) and (X_4) dispute management while the dependent variable (Y) was Value for money attainment in procurement of works.

Table 4.25 Model Summary

Model	R	R. square	Adjusted R square	Std error of estimate
1	.709	.876	.839	.634

a. Predictor: (Constant), Contract drafting, Contract signing, Contractual obligations, dispute management

The results shows that 83.9% of the variability in the Value for money attainment in procurement of works is explained by contract drafting, contract signing and contractual obligations.

Table 4.26 ANOVA

Model	sum of square	DF	Mean square	F	Sig.
Regression	2.535	2	1.269	5.456	0.25
Residual	9.308	39	2.328		
Total	3.466	41			

The F critical at 5% significance level was 3.24 since F calculated is greater than the F critical (value =5.455), this shows that the overall model was significant. The model is statistically significant in predicting how contract drafting, contract signing, contractual obligations and dispute management affect the value for money attainment in procurement of works at VETA/MVTTC.

The researcher went further by running linear regression analysis to show the relationship between the competence of the PE and service delivery management into bringing Value for money.

Where X_1 is sufficient resources, X_2 is Efficient and Effective mechanism, X_3 is the presence of qualified workers, X_4 is Standard contract, X_5 is post contractual services, X_6 is quality management and X_7 is Communication. Table 4.25 shows the results.

Table 4.27 Regression analysis to show the relationship between competences of the procuring entity in achieving value for money in procurement of works

S/No.	Variables	Coefficient	P-value (0.05)
K ₁	Sufficient Resources	.94785	0.032*
K ₂	Efficient and effective mechanism	.168192	0.002*
K ₃	Qualified Workforce	.2128725	0.123 ^{NS}
K ₄	Standard contract	.87012	0.04*
K ₅	Post contractual services	.56676	0.004*
K ₆	Quality management	.675480	0.035*
K ₇	Communication	.98321	0.006*

NS = Non Significant

*Significant at 0.05 Level

4.7.1 Sufficient Resources

Sufficient resources has statistically significant in ensuring value for money in procurement of works at the alpha level of 0.032. The PE which has sufficient resources to execute their procurement works have a probability of ensuring service delivery in contributing Value for money.

4.7.2 Efficient and effective mechanism

In ensuring Value for money, the contract management have the role of providing effective and efficient mechanism in bringing value for money. In the analysis, the effective and efficient mechanism proved statistically significant at the alpha level of 0.002. This implies that reliable mechanism has the great role in ensuring value for money. Pitt et al (2006) urge that Effectiveness and efficiency are two cardinal pillars that procurement management seek to achieve in that a very fair and accountable procurement system helps in the efficient utilization of the state

resources judiciously. Efficiency and effectiveness should be sought in the procurement process to secure value for money for the contracting authority.

4.7.3 Standard Contract

Standard contract, in analysis has the result at the alpha level of 0.04. This implies that standard contract has the influence on bringing Value for money. Standard template, schedule of works, when are planned in an effective way and meet the standard, it can bring procurement management in ensuring value for money in procurement of works.

4.7.4 Communication

The results from Table 4.16 shows communication has the significant role in ensuring value for money at the alpha level of 0.006. Good communication among the PE staff management and contractors cement the corridor in ensuring a good service delivery hence value for money. This has been supported by descriptive statistics illustrated in Table 4.10 which shows clear, effective communication has the significant role in contract management to ensure value for money.

Surprisingly, qualified workforce, Time and Age of the PE staff proved statistically insignificant. The reason why age is insignificant is logical. But the question on qualified work force and time is still valid.

4.8 The challenges hindering effective management of procurement contracts in VETA/MVTTC

4.8.1 Unethical Practice in Contract Management

The data collected from the interview revealed that one among the challenge hindering effective management of procurement contracts unethical practice in contract management. This has made for sometimes value for money to be rarely attained. One of respondent had to say;

“You know these unethical practices may lead to increased costs of doing business, i.e. costly fines and lawsuits; changes in relationships with employees, customers and suppliers as individuals and organizations flee to avoid guilt-by-association; damaged reputation and the expensive resources to repair that damaged reputation; lost revenues as consumers turn to the competition; suspension and debarment from future government contract opportunities”.

Respondent, 18TH February 2019

4.8.2 Untimely release of fund

Another challenge found in the field, which hindering effective procurement contracts management is untimely release of fund. The respondents complained about the delays of fund which could implement the projects at the right time. One of the respondents had to say.

“Release of budgeted funds on time is always a major challenge...it has always been a challenge,”

Respondent, 21st February 2019

4.8.3 Poor Planning

The data collected from the field revealed that poor planning has been one of the factor on hindering good practice in contract management. It is obvious that poor planning may lead to poor implementation. The scale and scope of research, analysis and planning should be proportionate to the importance of the procurement to the agency, the level of risk inherent in the procurement and its value. One of the respondents had this to say.

“Procurement planning and adoption of sound procurement practices lead to consistently better value for money; higher quality project and service delivery; and reduced risks to the agency. Procurement planning involves consulting key stakeholders to define requirements, analyzing how the supply market works, assessing risks and ultimately defining the best procurement strategy to meet the agency's business needs.”

Respondent 3rd March

CHAPTER FIVE

DISCUSSION OF THE FINDINGS

5.1 Introduction

The study aimed at assessing the contribution of procurement contract management in attaining value for money in the procurement of works by taking a case of VETA Kihonda and MVTTC. Basing on the problem studied, data were collected through questionnaires and document review techniques. The collected data were presented in the previous chapter and are being discussed in this chapter. In order to have effective organization of facts the discussion is done through relating the findings with the specific research objective, question and the independent variable.

5.2 Contract management competencies of the procuring entity

In this objective the researcher discussed four items; First; Capacity to manage contractsecond;awareness and understanding of the contract processes, third;adequate provisions are in place for standard contract; fourth; risk identification and management.

Marco (2013) argued that PEs require to be properly staffed, well organized with clear demarcation of who is responsible for procurement decision, equipped with systems having proper external and internal checks and balances that comply with a strict official ethical code specific to procurement. In line with Marcos argument,this study found out that PE's have the capacity to manage contract since the results from table 4.5 reveal that more than 88% of the respondents agreed that PE's have sufficient resource to manage contracts. Furthermore 12% of the respondents who disagreed show that there is a need to determine the level of support, choice of procurement approach, and the level of supervision required in contract management for the PE's.

PPRA in Tanzania admits in an OECD|DAC assessment of the countries procurement system in 2006 that “there were no defined skills and knowledge profiles for specialized procurement skills”. Interview with contract managers and head of units reveal that most of personnel involved in contract for works have attended several training prepared by PPRA as well as other organs. Table 4.3 reveal that PE staffs are aware and understand contract processes such that PE always use template contracts issued by PPRA for the procurement of works. OECD (2015) observed that procurement officers alone are not enough to guarantee contract management and attainment of value for money, the focus should extend to purposes that are necessary for and support the procurement contract management activities.

The findings of this study point out that still there is a need for PPRA to nail down the defined skills and knowledge profile for procurement despite the fact that procurement personnel attend PPRA and other organs trainings because it looks like there is a knowledge gap between what is supposed to be learnt and what is learnt. It is necessary for contract managers; heads of departments, user departments, PMU, Building and estate manager, contract management team to be familiar with defined skills and knowledge profiles for specialized procurement skills since public sector PE’s need to comply with the Tanzania Public procurement laws and regulation for the achievement of value for money.

Table 4.9 shows that risk identification and management emerged to be the problem. Contract managers and head of units, during interviews presented their opinions that risk management plan is not effective. Together with the 38% of the respondents that disagreed on effective and efficient mechanism for risk analysis, management and mitigation in contract for works at VETA and MVTTC. In contract management it is highly advisable to focus much attention on where the risks are greatest in order to manage them before they affect contract implementation progress. In line with the findings of Mchopa (2013) strategies such as inspection and sight visits have been used to prevent risk before they occur and affect the contract in which to high extend managed to detect anything that went wrong and find a remedy (including

suspension or termination of the contract) before it was too late despite the fact that the mechanism to avoid surprises such as risk management plan is not effective.

5.3 Contract administration

Public Procurement Act no 7 of 2011 and its regulation of 2013 ties responsibility of contract management to the accounting officer of PE whose mandate in regulation 252 (1) appoint the work supervisor who manages the works of inspection committee, prepare and submit performance report to the accounting officer. There is regular/periodic reporting by the contractor and an onsite review and observations by works supervisors see table 4.10 results. With this act substandard performance is determined which guarantees the following; identifying and resolving potential problems and providing constructive inputs and timely feedback, provision of the work performance expected. Also there is timely variance analysis to avoid further deterioration of the poor performance Table 4.14 shows the findings. It is especially important to act promptly during the early phases of contract performance, when corrective action is likely to have the greatest effect. Corrective action and follow up is important to determine whether the performance it has had or is having desired effect.

In line with this regulation table 4.8 shows that 97% of the respondents are in agreement that there is clear defined roles and responsibility at all levels of contractual parties; this helps each part to understand the responsibility for a given decision and the other party has to respect the responsibility hence each part is accountable to respective decisions towards value for money. Mamiro (2011) observed that PPRA admits that many PE's do not appoint works supervisor to oversee the implementation of construction works. One of the respondents had to say

“Work supervisor and contract management team appointed by the principle regularly work with the hired consultant who is an expert in construction in order to monitor day to day construction activities”.

Respondent, 18TH February 2019

Among the crucial factor to realize value for money in contract management is the allocation of responsibility for the activities such allocations of responsibility should be based on skills, experience and competence (ITC, 2000). Skills, qualification, experience and competence of the workforce qualification is an essential factor for effective contract management and achievement of value for money (Mchopa, 2013). Rendon (2010) observed that qualified workforce is among the critical success factor for contract management, Table 4.7 shows that 62% are in agreement side that the work supervisor and the contract management teams of the PE's have appropriate range of skills to manage contract for works, a fact that may add to successful management of contracts for works hence attainment of value for money.

Change must be controlled in a procedure for testing whether the standard and price of service is consistence with what is proposed for change and it should be adopted during the project concession period to ensure that the changes represent value for money (Estimation and tendering for construction work, 2011). The findings are in line with what was suggested in (Estimation and tendering for construction work, 2011) that actions taken by PE's (including formal change) in any given situation comes from the original tender document which is the standard measure of whether the price of service is consistence with what is proposed for change.

5.4 Relationship management

It was noted from the interview that consultant submit progressive report. Effective communication in contract for works is genuinely determined by the progressive report prepared by the consultant who acts on behalf of the PE in the assurance of quality during contract implementation. The findings are in line with Lyson and Farrington (2004) among the essential factors for good contract management is the procedure for communication and dispute resolution as a means to good contractual relationship.

Underperformance may result from failure to communicate effectively whether on the planning or execution stage of the contract. Table 4.12 shows 82 % of the respondents are in agreement that Communication and sharing information at

appropriate levels are clear, honest, very simplified and as openly as possible. The result shows that there is effective communication which guarantees the performance of the contractor.

Mchopa (2013) it very alarming to fully depend on the consultant in the contracts for works communication because consultant and contractor may collude and increase the possibility cost overruns and unnecessary delays. Dow and Taylor (2013) argued that there should be automated information system to allow team members and or the PE to find project information immediately and provide everyone involved with the consideration that they can obtain information they need for the project. Having confidence in each other can be a defining characteristic to a collaborative relationship. Table 4.13 indicates respondents in agreement that actions and behaviours of the contractual parties show that they have confidence in each other.

Successful contract management is based on an open flow of communication and willingness to take actions necessary for correction and improvement, and is facilitated by: Attitude of teamwork, seeking to get the best results from joint efforts, willingness to discuss problems without immediate recourse to recriminations and to make the immediate adjustments that may be necessary to correct problems detected through routine inspection.

Well organized oral and written reporting system, which highlights progress and problems and measures them against expected performance and results. Contract performance and progress review meetings at appropriate intervals. For complex works and services contracts, such meetings could be as frequent as every two weeks or as infrequent as every two months. For goods procurement, it may be sufficient to have an email or telephone follow-up every few weeks.

Contract claims and disputes cannot be avoided entirely, but they can be resolved effectively, fairly, and without rancour and litigation, UN Practitioners Handbook (2006). The researcher found out that there is commitment of contractual parties to the amicable resolution of the inevitable disputes that will arise between them. The commitment is evidenced by such findings as table 4.11 shows that 90% of the

respondents are in agreement that adequate provision on dispute resolution mechanism are provided within works contracts, findings as 96% of the respondents are in agreement that procedures to review difference of opinions, claims and request for changes are established from the beginning of the contract, 97% of the respondents are in agreement that there is agreed procedures for escalating the disagreement to the higher level of authority, 93% of the respondents are in agreement that there are accepted rules for resolving ambiguous contract language. Therefore parties should not allow disagreement and disputes to prevent the execution of the contract.

5.5 Service delivery management

In line with Schooner (2002)p.p 235 argument that PE's are responsible to monitor the progress and timely delivery and or completion of works specified quality and cost. The result shows that systematic and efficient planning, execution, monitoring, and evaluation are in place to ensure contractual commitments to service delivery.

Despite PPRA admission that many PE's do not appoint work supervisor to oversee the construction works the study has found that in construction works, work supervisor is appointed to monitor day to day activities.

“Work supervisor and contract management team appointed by the principle regularly work with the hired consultant who is an expert in construction in order to monitor day to day construction activities”.

Respondent, 18TH February 2019

Sight visits and inspection conducted by work supervisor and inspection committee is bound to determine conformance of kind and type of materials delivered and used to the specifications outlined in the contract, conducting physical count to ensure the correct quantity of materials delivered and used, check for signs of damage and tears hence achievement of value for money is a guarantee with these actions. The result from table 4.22 show that 93% of the respondents are in agreement on the presence

of procedures for inspection based on the standard identified in the contract and sight visits of the contractual parties.

The result from table 4.15 means penalties are charged for works with poor quality, delayed works as agreed in the contract, defected works are rectified during defect liability period (grace period), release or withhold of retention money. These remedies guarantee value for money in PE's.

Rejection or acceptance of the performed work depends on the conformance or non-conformance on the specific technical description identified in the contract. Acceptance or rejection of the performed work determines whether PE should make payment to the supplier. The Results from table 4.23 show that 95% of the respondents are in agreement that acceptance or rejection standards are based on the specific technical description identified in the contract. .

5.6 Results from Regression analysis

In summary, the results show that 83.9% of the variability in the Value for money achievement in procurement of works is explained by contract drafting, contract signing, contractual obligations and dispute management. Means contract drafting, contract signing, contractual obligations and dispute management have the impact on the on achievement of value for money in procurement of works. This has been supported by Nzambu J. (2015) who conducted study on determinants of procurements performance in governments and found that there is significant impact between contract management and the procurement performance in bringing Value for Money. Also sufficient resources, communication, standard contract, quality management, efficient and effective mechanism are statistically significant in ensuring Value for money in the procurement of works. All variable were measured at the alpha level of 0.05.

The above variables are keys to the effective practices and them acting as a corridor into bringing the value for money in procurement of works. A primary concern of any work is that, it should be completed within a time and quality required, otherwise there will be consequences.

CHAPTER SIX

SUMMARY, POLICY IMPLICATION AND CONCLUSION

6.0 Summary

This study is about the contribution of procurement contract management in attaining value for money in the procurement of works. It is a case design conducted at VETA, Kihonda and MVTTC, Morogoro between January and March 2019. It aimed to assess the contribution of procurement contract management in attaining value for money in procurement of works by investing the four variable; contract management competency, contract administration, relationship management, service delivery which stipulates the theoretical framework and the four research question. This study involved 100 respondents which were purposely selected. All respondents were VETA and MTTC employees. Procurement contract management is essential in order to achieve value for money. Majority of the contracts were properly managed as contract for works management activities such as contact administration, service delivery and relationship management have been effectively implemented. This provided the basis for achieving value for money through managing time, quality, costs and risk prevention during.

Therefore the researcher concludes that VETA and MVTTC have been able to achieve value for money as a result of having effective contract management practices. Contracts were effectively administered, works were successfully completed and relationship was collaborative.

The study used both means of data collection; primary and secondary means of data collection. The data collected were analyzed using various statistical means including frequency and percentage distribution, measure of central tendency. Based on these statistical means, the study came out with the following result.

6.1 Respondent profile

The study found out that more than 90% of the respondents are professionals. 43% of the respondents hold ordinary diploma, 39% of the respondents hold degree and 8% hold master's degree, where they have 6 – 10 years of experience.

6.2 Contribution of procurement contract management in attaining value for money in the procurement of works

The researcher interviewed Managers and head of units whom they had the following opinions on the contribution that procurement contract management has made and have been realized by their institutions on the achievement of value for money in the works contracts.

6.2.1 Timely completion of project

Most amongst the interviewee pointed out timely completion of the project has been realized within their institution while 84% of the respondents of the questionnaire agreed on the contractual commitment to time, see table 4.17. In value for money, there are three critical elements namely economy, efficiency and effectiveness, this is known as the 3E's, Batho Pele handbook (2007). Economy deals with the acquisition of specific inputs at the right time and the lowest cost. As evidenced in the findings of this report, timely completion of the project is a result of procurement management of contract for works.

6.2.2 Completion of projects within the contract budget/sum

Efficiency means investing reasonable minimum input while getting maximum output. During procurement planning of contract for works little cost for maximum output is planned to be achieved to realize value for money in public sector. Contract managers and head of units, in their interviews revealed that most of the projects of VETA Kihonda and MVTTC have been completed within the budget. Together with the respondents of the questionnaire whom they agreed on the contractual commitment to cost maintaining and control, see table 4.17.

6.2.3 Projects are executed and completed according to specification (Fit for the purpose)

The study found out that inspection and sight visit conducted by work supervisor and inspection committee of the PE's point out the conformance of materials delivered and used to the specifications outlined in the contract, conducting physical count to ensure the correct quantity of materials delivered and used, check for signs of damage and tears, see table 4.22. With this fact, contract managers and head of units have pointed out VETA Kihonda and MVTTC projects are executed and completed according to specification. This proves management of contracts to be effective as the outputs achieve the desired outcome.

Furthermore, the study came across the contribution of procurement contract management in four angles; to determine the PE's contract management competency, Contract management administration, relationship management, service delivery. Procurement contract management plays significant contribution in attaining value for money in works contracts. This is justifiable since the study found agreement on statements by their percentage; 95% are in agreement that adequate provisions are in place for standard contract, 90% of the respondents are in agreement that dispute resolution mechanism is provided in the contract document, 90% of the respondents are in agreement that the methods are in place to track time, quality and cost.

The researcher found out that variable with high level of percentage of agreement proves that value for money is delivered to the PE's.

6.3 Suggestion of measures to be taken to enhance the contribution of effective procurement contract management on the achievement of value for money in the procurement contracts for works

6.3.1 Engaged qualified personnel in management of procurement contracts

Contract managers and head of units pointed out in their interviews that qualified personnel in the execution of contract management to be the problem. While 18% of the questionnaire respondents have disagreed on the qualification of the workforce in procurement contracts for works. With these findings, GN 252 of 2103 shows that the Accounting officer has the mandate to select works supervisor, thus works supervisor selected and contract management team should be qualified personnel.

6.3.2 To allocate adequate budget for procurement contracts management and supervision

From the findings, Contract managers and head of units point out that lack of budget for the procurement of contracts management activities. The challenge is posed to number of activities such as site visits, due diligence for international contactors hence hindrance to delivery of value for money. Therefore, enough budgets should be allocated to contracts for works management activities.

6.3.3 To prepare and implement risk management plan

The researcher found that implementation of risk management is the problem that most of the PE's face in public sector. Therefore, there contract managers and head of units suggested that risk management appraisal should be conducted before and during the execution of contracts for works.

6.3.4 Ensure timely payment of contractors

PPR 313 (f) of 2013 describes type of contract and their condition for use. Thus contract managers and head of units point out it is important to abide with the laws and regulations to avoid disputes with contractors which may deduce value of the procurement in case of penalties and fines.

6.4 Conclusion

The conclusion made under this research study based from the results of the findings in chapter four with the specific objectives which were to ascertain (find out) the contract management competencies of the procuring entity, to determine the influence of contract administration in attaining value for money in procurement of works to determine the influence of relationship management in attaining value for money in procurement of works, to ascertain the influence of service delivery management in attaining value for money in procurement of works.

6.4.1 Contract management competencies of the PE

Awareness and understanding of the contract processes, adequate provisions in place for standard contract and capacity to manage contract have been mostly agreed by the respondents where as the factors have reasonable impact on the achievement of value for money whereas risk identification and management depicted a problem in the implementation deadlock.

6.4.2 The influence of contract administration in attaining value for money in procurement of works

Contract maintaining, monitoring and change control are the contractual activities found to be performed by the PEs, the activities proved to have influence in attaining value for money. Contract administration faced with conflict of interest among the workforce. Encouraging adherence to procurement code of ethics and legal action taken to malpractice as stipulated in the Public procurement act of 2011 can help the effective and efficient contract administration.

6.4.3 The influence of relationship management in attaining value for money in procurement of works

Collaboration and joint problem solving, effective communication, mutual trust, respect and understanding and standard procedures to resolve disagreement both

variables were strongly agreed in their practicability within the PE hence concluded highly influential in the attainment of value for money in the procurement for works.

6.4.4 The influence of service delivery management in attaining value for money in procurement of works

Contractual commitment to time quality and cost, contractual remedies, inspection procedures, sight visiting and acceptance standards were found to be the practice within contract management with influence on attainment of value for money, hence concluded essential for attainment of value for money for the PEs in the contract for works.

6.5 Recommendations

The researcher directs recommendations on the study that aimed at the contribution of procurement contract management in attaining value for money in the procurement of works. The researcher believes that with the right approach to management of procurement contracts value for money can successfully be attained in the works contracts. The recommendations given have been divided into several areas namely; the institution which research was taken, and the future researchers.

6.5.1 VETA Kihonda and MVTTC

Being public procurement entities in Tanzania, the institutions need to encourage and motivate the institution employees on the performance to achieve value for money while reducing or eliminating internal conflicts such as conflict of interest and other unethical practices. More team working should be encouraged amongst employees so that the best can be obtained and recognized in teams as well.

6.5.2 Future researchers

Basing on the presented findings and drawn conclusion, future researchers can cover other interesting areas of procurement contract management in attaining value for money such as supplier's point of view with regard to value for money in management of contract for works in public sector. . The current study was limited

especially in terms of scope, details, financial and time constraints. Further research can be done on the same topic employing a survey and get a broader view of the facts which are more likely to give a clearer picture than the current study.

6.6 Important suggestions for further studies

The researcher recommends further studies to be undertaken on the same problem in a broader context, with similar focus on the contribution of procurement contract management in attaining value for money. The researcher recommends use of larger sample size in other studies; this is in order to improve measures for the study.

6.7 Policy implication

The study found out that contract for works are properly managed through contract management activities which are the basis for achieving value for money. There is still a need for formulating a policy of value for money that will address specific issues relating to achievement of value for money. A policy that is to be created has to cover general details on the value for money which is adequate or specific enough to provide guidance on practitioners. The policy should address matters relating to formulation of value for money objectives, value for money terms in the contract, value for money terms in the contract, value for money performance criteria and contract auditing.

REFERENCES

- ANAO, (2001). *Contract Management: Better Practice Guide*. Department of Finance and Administration, Australian Government Printing Office.
- ANAO, (2007). *Developing and managing contracts: Getting the right outcome and paying the right price*. Department of Finance and Administration, Australian Government Printing Office.
- Arrow smith, S. (2003). *Government Procurement in the WTO*. The Hague/London/New York: Kluwer Law International.
- Arrow smith, S., & Trybus, M. (Eds.) (2010). *Public Procurement: The Continuing Revolution*. New York: Kluwer Law International.
- Bartle, J. R. (2002). *A Transaction Cost Model of State Government*. Paper presented at the Annual Conference of the Association for Budgeting and Financial Management, Washington D.C: ABFM retrieved from http://www.abfm.org/pdf_2001_conf/bartle.pdf on 28/09/12.
- Bolton, P. (2006). Government Procurement as a Policy Tool in South Africa. *Journal of Public Procurement* 6(3):193–217.
- Carver, R.H. (1989). Examining the premises of contracting out. *Public Productivity & Management Review*, 8(1): 27–40.
- Experience from Tanzania obtained from http://www.ippa.org/ippc4_proceedings1.html accessed on 26 /09/2012.
- Eyaa, S. & Oluka, P.N. (2011). Explaining noncompliance in public procurement in Uganda. *International Journal of Business and Social Science*. 2(11), June:35– 44.

- Gansler, J. (2002). *A vision of the government as a world-class buyer: Major procurement issues for the coming decade*. Washington, DC: PricewaterhouseCoopers Endowment for the Business of Government.
- Hanga, M. L. (2008): *Analysis of Contract Management Practices*, a case of Tanzania Airports Authority (TAA). Unpublished MBA-CM Dissertation, Dar es Salaam: Mzumbe University.
- Hommen, L., & Rolfstam, M. (2009). Public procurement and innovation: Towards taxonomy. *Journal of Public Procurement*, 9(1):17–56.
- ITC, (2000). Module 9: Managing the Supply Contract. International Purchasing and Supply Management, Modular Learning System Workbook, UK: ITC and CIPS.
- Kannan, G. & Martin, K. & Powers, E. (2003). The secrets to successful strategy execution. *Harvard Business Review* June 2008, 81-94. (2003).
- Kaswaka, E. (2009). Masters of Business Administration (Procurement and Logistic Management). *An assessment of the Factors behind ineffective Implementation of Procurement Plan in Local Government Authorities: The Case of Temeke Municipal Council*, Dar es Salaam, Tanzania: Mzumbe University.
- Kelman, S. (2002). Strategic contracting management. In J.D. Donahue & J.S. Nye, Jr. (Eds.), *Market-based governance: Supply Side, demand side, upside, and downside*. Washington, DC: Brookings Institute Press.
- Kettl, D.F. (1993). *Sharing power: Public governance and private markets*. Washington, DC: Brookings Institution.
- Köksal, J. T. (2011, July). FIDIC conditions of Contract as a model for an International Construction Contract. *International Journal of Humanities and Social Science* Vol. 1 No. 8, pp140-157.

- Lyson, K. (1996). *Constructing grounded theory: A practical guide through qualitative analysis*. Los Angeles: Sage.
- Mamiro, R. G. (2010): *Value for money: The limping pillar in public procurement –*
- McCue, C.P., & Pitzer, J.T. (2000). “*Centralized vs Decentralized Purchasing: Current Trends in Government Procurement Practices.*” *Journal of Public Budgeting, Accounting & Financial Management*, 12 (3): 400-420.
- Mensah, S., and Ameyaw, C. (2007). Public procurement in Ghana: The implementation challenges to the Public Procurement Law 2003 (Act 663). *International Journal of Construction Supply Chain Management* Vol. 2, No. 2 (pp. 55-65) 64.
- National Audit Office, (2000). *Getting value for money from procurement: How auditors can help*. London: Office of Government Commerce (OGC).
- Odhiambo, W. & Kamau, P. 2003. *Public procurement: Lessons from Kenya, Tanzania and Uganda*. OECD Development Centre Working Paper No. 208.
- Office of Government Commerce, (2002). *Principles for service contracts: Contracts management guideline*. UK.
- Office of the CAG. (2010): *Annual General Report of the Controller and Auditor General on the Financial Statements of the Central Government for the year ended June, 30th 2009*, Dar es Salaam: Office of the CAG.
- Osei-Tutu, E., Badu, E., Owusu-Manu, D., (2011). *Exploring Corruption Practices in Public Procurement of Infrastructural projects in Ghana*. *International Journal of Managing Projects in Business*. Vol. 3 No. 2, 2010, pp. 236-256.
- Patrick A. Low et al, (2005). *Government Procurement in Services, Law and Policy in Public Purchasing*, supra note, pg. 225-226.

PPRA, (2009). *Procurement Audit Report for 30 Procuring Entities*, retrieved from <http://www.ppra.go.tz> on 28/09/2012.

RDTL-Ministry of Finance, (2011). *Best practice guide 7: Managing contracts* available online at <http://www.mof.gov.tl/wp-content/uploads/2011/05/7procurement-best-practice-guideline-manage-contracts-en.pdf>.

Thai, K. V. (2001). Challenges in public procurement. In *Challenges in Public Procurement: An International Perspective Vol. 3*. Boca Raton FL, USA: PR Academics Press.

Thai, K.V. 2006. Advancing public procurement: practices, innovation and knowledge sharing, in *Advancing public procurement: practices, innovation and knowledge sharing*.

United Republic of Tanzania (2004), *Public Procurement Act Number 21 of 2004*, Dar es Salaam: Government Printers.

Uyarra, E. & Flanagan, K. (2009). Understanding the innovation impacts of public procurement. Manchester Business School Working Paper, No. 574. Available at: http://www.mbs.ac.uk/research/working_papers/ (accessed on 19 November 2013).

World Bank, (1997). *Guidelines: Selection and Employment of Consultants by the World Bank Borrowers*, Washington, DC: The World Bank.

APPENDICES

APPENDIX A - Questionnaire

Appendix 1: For the respondents from all Departments

Date of interview.....

Location.....

Department.....

Designation.....

1. Demographic Characteristics

Respondent characteristics			
1. What is your gender?		2. What is your age group?	
1	Male	1	Below 20
2	Female	2	20-29
		3	30-39
		4	40-49
		5	50 -59
		6	60 and above

3. What is your highest level of education?		4. What is your work experience?	
1	Never attended school	1	1-5 years
2	Primary school	2	6-10 years
3	O-Level secondary school	3	11-15 years
4	A-Level secondary school	4	Above 15 years
5	Ordinary diploma	5	
6	Advanced diploma or degree	5. What is your specialization?	
7	Masters' degree	1	
8	Other:	2	
		3	

Question 6

Please state your level of agreement on the following statement? (Use 1-5 scale, where 1=strongly agree, 2=agree, 3=don't know, 4=disagree, 5=strongly disagree).

Tick where appropriate.

1: Contract Management Competence					
Level of Agreement	1	2	3	4	5
PE staffs are aware of both pre and post award contractual processes					
PE always use standard template contracts issued by PPRA for the					

procurement of works					
Does the PE have sufficient resources (Institutional and human) to manage contracts					
PE's have effective and efficient mechanism for risk analysis, management and mitigation in contract for works					

Question 7

Please state your level of agreement on the following statement? (Use 1-5 scale, where 1=strongly agree, 2=agree, 3=don't know, 4=disagree, 5=strongly disagree). Tick where appropriate.

2: Contract Administration					
Workforce skills, Clear roles and responsibility, reporting and onsite observation, Contract change					
Level of Agreement	1	2	3	4	5
The contract manager and the contract management teams are set up, with an appropriate range of skills (both specific contract management skills and more general commercial awareness and expertise)					
The respective roles and responsibility are clear and understandable to both contractual parties.					
Actions taken (including formal change) in any given situation comes from the original tender document					
There is regular/periodic reporting by the contractor and onsite review and observations by the contract manager					
Timely variance analysis					

Question 8

Please state your level of agreement on the following statement? (Use 1-5 scale, where 1=strongly agree, 2=agree, 3=don't know, 4=disagree, 5=strongly disagree).

Tick where appropriate.

3: Relationship Management					
Level of agreement	1	2	3	4	5
1: Adequate provision of dispute resolution mechanism are provided					
2: Communication channels are very simplified with procuring entities					
3: Actions and behaviours of contractual parties show that they have confidence on each other.					
4: Procedures to review difference of opinions, claims and request for changes are established from the beginning of the contract					
5: There is agreed procedures for escalating the disagreement to the higher level of authority					
6: There are accepted rules for resolving ambiguous contract language					

4: Service Delivery Management					
Level of agreement	Strongly disagree	Disagree	Neither disagree nor agree	Agree	Strongly agree
1: The methods are in place to track key contractual elements: time, quality, and cost.					
2: Fair and consistent application of contractual remedies as per the contract					
3: There are procedures for inspection and sight visits based on the standards identified in the contract					

5: VALUE FOR MONEY (PMU, Contract management or Tender board, others skip)					
Economy, Efficiency, Effectiveness					
	Strongly disagree	Disagree	Neither disagree nor agree	Agree	Strongly agree
1: Contract management proceedings in the institution are sufficient to guarantee the achievement of value for money	1	2	3	4	5
2: As a member of Contract management team, PMU or Tender Board, I am aware of variations in procurement contract management	1	2	3	4	5
3: I am aware of variations; and I participate in a meeting (s) that reviewed or approved variation(s) to the ongoing works?	1	2	3	4	5
4: Defected works ever occurred and corrected by the contractors during the defect liability period	1	2	3	4	5

APPENDIX B: Interview checklist

For contract managers, head of Units

Date of Interview:

Designation:

1. In your opinion, what do you think are the challenges hindering effective management of procurement contracts in VETA/MVTTC?

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2. In your opinion which method of procurement methods encounters the most challenges in the process?

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3. In your opinion, what is the contribution of Procurement contract management in achieving value for money in procurement works in Public sector

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4. In your opinion, what measures do you suggest that can be undertaken to enhance the contribution of effective contract management on the achievement of value for money in the procurement of works?

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