

**CONTRACT MANAGEMENT AND VALUE FOR MONEY IN STATUTORY
GOVERNMENT ENTITIES: A CASE STUDY OF ELECTORAL
COMMISSION, UGANDA**

BY

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**A DISSERTATION SUBMITTED TO THE GRADUATE SCHOOL IN PARTIAL
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DECLARATION

I, **Veronica Caroline Nabwato**, do declare that this dissertation is my original work and where the contribution of other scholars is echoed, due acknowledgement has been made. It has not been published and or submitted to any University or Institution of higher learning for any award.

Signature:

Date:.....

APPROVAL

This dissertation has been submitted for examination with our approval as supervisors.

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DEDICATION

This research work is dedicated to the Almighty God for His unending favour that has enabled me complete it in time. I also dedicate it to my beloved friend Mr. Stephen Kiggundu and my lovely daughter Nagawa Marianne. I appreciate your continued support, guidance and unending prayers.

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LIST OF ACRONYMS

EC – Electoral Commission

PDE – Procurement and Disposal Entity

PDU - Procurement and Disposal Unit

PPDA – Public Procurement and Disposal of Assets Authority

SGE – Statutory Government Entity

UGX - Uganda Shillings

USD – United States Dollar

ABSTRACT

In Uganda, the PPDA Act 2003 is the main reference for procurement law, regulations and guidelines. All statutory bodies are therefore under obligation to follow the PPDA Act 2003 throughout the procurement process which includes contracts management. However for many procurement audits conducted by public procurement and disposal of assets authority, it has been established that Electoral Commission (EC) procurement process still suffers contract management hitches like supply of substandard items, over blown cost of supplies, missing records of contract implementation plans and delayed payments to providers to mention but a few. The study set out to establish the effect of contract management on value for money at E.C. The researcher used mainly primary data from staff of Electoral Commission in Uganda. Sixty nine (69) respondents out of a population of eighty four (84) were selected using purposive sampling, stratified and random sampling techniques (response rate of 91.3%). Data was collected using closed ended questionnaires. Some interview questions were also used to back up the data from questionnaires. The findings obtained indicate that contract management E.C, Uganda highly and positively affects value for money (Adjusted R = 55.4%, Sig. Value= 0.000). In light of this, the researcher therefore concludes that, contract management strongly affects value for money, and that the findings of this research can act as a cornerstone for practitioners to appreciate the importance of contract management, and in particular, appreciate the value of contract implementation plan, contract administration and contract monitoring if value for money is to be achieved.

CHAPTER ONE

INTRODUCTION

1.1 Introduction

Contract management is one of the key elements in ensuring value for money in statutory government entities which makes organizations to progressively depend on supplier performance for critical services so as to gain competitive advantage (Burt, Dobler, & Starling, 2003; Agaba & Shipman, 2007). This chapter presents the background of the study, statement of the problem, purpose of the study, objectives, hypotheses, significance, and justification, scope of the study, and operational definition of key terms.

1.2 Background of the Study

1.2.1 Historical Background

Contract management is the process that ensures both parties to a contract fully meet their respective obligations as efficiently and effectively as possible, in order to deliver the procurement and operational objectives required from the contract and in particular to provide value for money (Nguyen, 2013). Contract management process is traced from the ancient history of international trade between ancient Greece and china (Achillies solutions, 2016) in 3000 BC, including the Egyptian and Roman Empires. According to (Nollan, 2018) the Egyptians used scribes to manage the supply for these massive projects (delivery management) in order to ensure value for money. Scribes played a clerical role, recording the amounts of materials and workers needed on papyrus rolls. These scribes would track orders through fulfilment and were one of the first known in history to be in the procurement profession.

Thai (2004), Lysons and Farrington (2006) aver that contract management originated from a writing found on a red clay tablet in Syria between 2400 and 2800 BC when the first

procurement was done. In the 1800s, (Babage, 1832 cited by Nollan, 2018) presented that the mining sector got a 'materials man' who was responsible for purchasing, tracking goods and services required, majorly clerical roles. It was not until the mid-1960s that procurement once again took on managerial role, on a wide-scale. The concept of materials management was the focus during this period. The 1980s saw a significant increase in supplier competition. This gave organizations the luxury of putting more focus on value for money. Thus value for money became an important factor in procurement and remains so today.

Region-wise Until the early 1970s, public procurement in the three countries of East Africa was largely managed by external entities such as the Crown Agents that undertook project administration and services delivery management. This was primarily because most of the needs of the then colonial government and the incoming new governments could only be met from external sources, as local supplies were still not adequate (Odhiambo & Kamau, 2003).

In Uganda, emphasis on public procurement was first done through the Central Tender Board (CTB) until 1990. The CTB was the chief overseer of government awarded contracts (Odhiambo and Kamau, 2003). Due to the weaknesses of CTB, effective contract management saw the introduction of the Directorate of the Central Purchaser Statute No. 3 that was responsible with procuring and monitoring government works, services and supplies (Odhiambo & Kamau, 2003; Arrowsmith & Trybus, 2000). This led to the establishment of the Public Procurement and Disposal of Public Assets (PPDA) Act (2003), which was charged with ensuring fair procurement and disposal standards, monitoring compliance and overseeing contracts management to ensure value for money (Kiraso, 2005). This helps procurement officials to regard suppliers as partners (Waswa, Nyongesa and Juma, 2013). The PPDA and Regulations (2003) provide for independent and distinctive roles of an Accounting Officer, Procurement and Disposal Entity (PDE), the Contracts Committee, Procurement and Disposal Unit

(PDU), User departments. All these frameworks are meant to ensure value for money.

1.2.2 Theoretical Background

The study was underpinned by the Contract Compliance Theory. Contract compliance theory explains the act of conforming to contract agreements between buyers and sellers. Generally the purchasing organisation is held responsible for all reasons of non-compliance. According to Aberdeen Group (2006) compliance may be internal or external. Internal compliance can be interpreted as either conforming to the rules in the agreement by purchasing organization such as payment terms and minimum order requirements or in purchasing from agreement only, that is, purchasing by using framework agreements for the entire company (Telgen, 2004 as cited by Mohammed Khalifan, 2014).

1.2.3 Conceptual Background

Contract management should be a business process within a procurement system and has major reflections of integrity, national interest and effectiveness. Since government is the largest buyer in any country, it has developed systems of contracting in the delivery of service to the citizens and ensuring value for money. This is through the observance of fairly elaborate contract management laws, regulations and guidelines (PPDA Act, 2003). Contract management can be of two types. That is pre-award activities (Baily et al, 2005;) and post-award activities (Else, 2007). According to Baily, Famer, Crocker & Jones (2005) Contract management are the activities of a buyer during a contract period to ensure that all parties to the contract fulfil their contractual obligation. United States Postal Service (2017) defines Contract management as the process of ensuring that the intent, requirements, and terms and conditions of a contract are met from inception to end of life. Thus it involves the management of all dealings between the client and the contractor from the time the contract is planned, awarded until the job has been completed. OGC (2014) believes that contract management consists of relationship management, delivery management and contract

administration; whereby contract administration is defined as the formal governance of a contract. Successful contract management requires the establishment of meaningful and effective metrics that are in line with procurement regulations of Uganda. According to (PPDA Act, 2003) Contract management is the last stage of the Ugandan public procurement process. PPDA (contracts) regulations 2014, Part V 51(3) charges the contract manager to prepare a contract implementation plan for purposes of further contract monitoring.

Specifically, for this study, contract management was broken into contract implementation plan, contract administration and contract monitoring as adopted and modified from literature such as PPDA Act 2003 as amended and Office of Government Commerce, 2014. The dependent variable value for money was broken down into Efficiency, Effectiveness and Economy adopted from (Batho Pele Handbook, 2007 as cited by Evelyn et al, 2016). Contract implementation plan enables in the management of risks to the success of the contract. It also ensures that what is “negotiated” as value for money is actually attained (Commonwealth of Australia, 2012). (OGC, 2014) Contract administration handles the formal governance of the contract and any permitted changes to documentation during the life of the contract.

Contract monitoring is where designed contract management team carefully observes and takes into account the performance of suppliers, providers or contractors in regard to quality, acceptance, output and consistency of service delivery (PPDA Act, 2003). Value for money is the core principle underpinning public procurement by ensuring non-discrimination in procurement and using competitive process that promotes the use of resource in an efficient, effective and ethical manner while making decisions in an accountable and transparent manner (PPDA Act, 2003). The UK Secretariat, (2001), defines value for money as the term used to assess whether or not an organisation has obtained the maximum benefit from the goods and services it acquires and/ or provides, within the resources available to it. It does

not only measures the cost of goods and services, but also takes account of the mix of quality, cost, resource use, fitness for purpose, timeliness and convenience to judge whether or not, when taken together, they constitute good value. Achieving value for money may be described in this study terms of three E's that is efficiency, effectiveness and Economy in service. Efficiency measures productivity, how much output is yielded for every unit input by the procurement. Effectiveness is concerned with ensuring that the quality of outcomes is obtained as determined by the intended objectives. Economy is a measure of the cost of procuring a good/service/activity (Batho Pele Handbook, 2007 as cited by Evelyn et al, 2016).

1.2.4 Contextual Background

Electoral Commission (EC), an Elections Management Body founded in 1997 is a constitutionally established organ of the Government of Uganda, whose mandate is to organise and conduct regular, free and fair elections in the country, in an efficient, professional and impartial manner. The Electoral Commission headquarters are located at Plot 55 Jinja Road, Kampala Capital City, Uganda. The commission is a statutory government body, and therefore the procurement and disposal unit of this body is one of the many in Uganda overseen by PPDA Authority. The SGE runs averagely an annual procurement budget of Ug.Shs 6.6Bn which represents 17.2% of the total entity's approved non-wage budget (EC PDU Annual Report, 2012).

Like many other government entity, the PDE audit reports by PPDA Authority have continuously pointed out many contract management inefficiencies in the Commission's procurement process which include failure to adhere to terms and conditions of contracts by suppliers, supply of substandard items, late and partial deliveries, overblown cost of goods

and services, modifications in contracts without seeking approval from Contracts Committee and Accounting Officer, and delayed payment to providers (PPDA Electoral Commission Audit Reports, 2012/2013;2016/2017). It was upon this background that the researcher sought to dig deeper into issue of contract management inefficiency at EC.

1.3 Statement of the Problem

The PPDA Act (2003) sub section 119 and PPDA (Contracts) Regulation 51(3) provide the contracts management regulations for which EC is obliged to follow while managing contracts. This means that the Commission has a responsibility for planning the implementation, administration and monitoring of the contracts in line with this law to attain value for money.

Despite the guidelines provided for in the PPDA Act (2003), procurement audit reports conducted on EC by PPDA reveal a different situation. Electoral Commission contract management process still suffers contract management hitches like supply of substandard items, overblown cost of supplies, missing records of contract implementation plans, delayed payment of providers, missing records of progress and contract monitoring reports, to mention but a few (PPDA Audit Report 2016/2017) as per the following indications;

In the procurement of metallic ballot boxes for elections and by-elections worth UGX 226,781,600; The entity disregarded the great disparity in the size of deliverables (metallic boxes) supplied by going ahead to pay a flat rate UGX 80,550 per unit yet the supplies were substandard and not complying with contract product specifications (EC PDU, Procurement file EC/SULPS/14-15/00841).

In financial year 2015/2016, the supplier M/S VICTORIA MOTORS LIMITED registered on both contracts Lot 1 and Lot 6 under procurement reference number EC/SULPS/14-15/00985, to supply 38 Mitsubishi L200 GL Double Cabin Pickups and 15 Mitsubishi Pajero

GLS Station Wagons for General Elections, met a delay in getting payments for the supply. This delay cost the entity a monthly extra charge of 0.2% and 0.1% of contract price respectively as the special conditions of contract clause 14 stated for delayed payments (EC Internal audit report, December 2016).

Missing record of contract implementation plans and reports in 13 cases of legal services for Election petitions (PPDA Audit Report 2016/2017); In 5 of these court cases the entity incurred an unexpected cost overrun in transport costs of witnesses to high court of up to 1,250,000/= (EC Internal Audit report 2016/2017).

PPDA acknowledges that PDEs put a lot of effort in the procurement process up to contract award and less in activities thereafter (Office of the Auditor General, 2016). Disregarding contract management undertakings (contract implementation plan, contract administration and contract monitoring) **perhaps** leads to the above evidence of poor service delivery, unnecessary cost over runs and **may be** compromises achievement of value for money at EC.

1.4 Purpose of the Study

The study was intended to assess the effect of contract management on value for money of Statutory Government Entities of Uganda specifically at Electoral Commission.

1.5 Objectives of the Study

- i) To establish the effect of contract implementation plan on value for money at EC.
- ii) To examine the effect of contract administration on value for money at EC.
- iii) To assess the effect of contract monitoring on value for money at EC.*

1.6 Hypotheses

- i) **H₁**: Contract implementation plan significantly affects value for money at EC
H₀: Contract implementation plan does not significantly affect value for money at EC

- ii) **H₁**: Contract administration significantly affects value for money at E.C.
H₀: Contract Administration does not significantly affect value for money at EC

- iii) **H₁**: There is a significant effect between contract monitoring and value for money at E.C.
H₀: There is no significant effect between contract monitoring and value for money at EC

1.7 Scope of the Study

1.7.1 Content Scope

The study focused on contract management (independent variable-contract planning, contract administration and contract monitoring) and value for money (dependent variable-effectiveness, efficiency and economy). Other factors that might have affected the results of the study were strictly controlled.

1.7.2 Time Scope

The study concentrated on a period of six years that is from 2012-2018. This was because during this period, a lot of mismanagement of contracts was witnessed.

1.8 Significance of the Study

Study in the subject of contract management in public entities and specifically at Electoral Commission in Uganda is essential to both the government and the private sector. The findings may therefore, educate policy makers and implementers about contract planning, contract monitoring and contract administration as key components of contract management in ensuring value for money at EC.

The private sector may endeavour to put in place good and systematic procedures and structures for contract management so as to ensure value for money and avoid wastage.

The findings of the study may encourage other government entities to plan, monitor and administer their contractual processes in order to be more effective, efficient and economical while managing contracts.

The findings may contribute to the existing body of knowledge on contract management and value for money in many countries and particularly in Uganda, where no study concerning contract management on SGEs has been done.

1.9 Definition of key terms

Procurement is the business management function that ensures identification, sourcing, access and management of the external resources that an organization needs or may need to fulfil its strategic objectives.

A contract is an agreement between two or more parties to perform a service, provide a product or commit to an act and is enforceable by law. A contract is an agreement with specific terms between two or more persons or entities in which there is a promise to do something in return for a valuable benefit known as consideration. The existence of a contract requires finding the following factual elements: a) an offer; b) an acceptance of that offer which results in a meeting of the minds; c) a promise to perform; d) a valuable consideration (which can be a promise or payment in some form); e) a time or event when performance must be made (meet commitments); f) terms and conditions for performance, including fulfilling promises.

Contractor; also sometimes referred to as provider or supplier means a natural person or an incorporated body including a consultant, contractor or supplier licensed by a competent authority to undertake business activities.

Contract means an agreement between a procuring and disposing entity and a provider, resulting from the application of the appropriate and approved procurement or disposal

procedures and proceedings as the case may be, concluded in pursuance of a bid award decision of a Contracts Committee or any other appropriate authority.

Contract administration involves those activities performed after a contract has been awarded to determine if the requirements and specifications of the contract were met. It encompasses all dealings between the entity and the contractor from the time the contract is awarded until the work has been completed and accepted or the contract terminated, payment has been made, and disputes have been resolved.

Contract monitoring; is a regular process of reviewing activity performance based on measurable service deliverables and verifying agency compliance with the terms and conditions in the contract.

A service level agreement (SLA) is a contract between a service provider (either internal or external) and the end user that defines the level of service expected from the service provider. SLAs are output-based in that their purpose is specifically to define what the customer will receive.

Delivery means the transfer of ownership of the Goods/deliverables from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

Deliverables means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related as required to be delivered in the contract.

Effectiveness: CIPS Australia (2005) defines effectiveness as the extent to which objectives have been met. It is referred to as doing the right thing. That is, to measure effectiveness is simply to compare goals and results. This is the degree to which objectives are achieved and the extent to which targeted problems are solved.

CHAPTER TWO

LITERATURE REVIEW

2.1 Introduction

This chapter presents reviewed literature from books, scholarly journal articles, reports, conference papers, minutes of meetings, newspapers, magazines and periodicals. Literature was reviewed objective by objective. This provided a description, summary, and critical evaluation of these works in relation to the research problem being investigated (Sage, 2014).

2.2 Theoretical Review

Contract Compliance Theory

Contract compliance theory explains the act of conforming to contract agreements between buyers and sellers. Generally the purchasing organisation is held responsible for all reasons of non-compliance. According Aberdeen Group (2006) compliance may be internal or external. Internal compliance can be interpreted as either conforming to the rules in the agreement by purchasing organization such as payment terms and minimum order requirements or in purchasing from agreement only, that is, purchasing by using framework agreements for the entire company (Telgen, 2004 as cited by Mohammed Khalifan, 2014).

According to Aberdeen Group (2006) the use of framework agreements for the entire company can assist maintaining high contract compliance and reduction in purchasing costs. This can in turn increase the probability of contracts success. As far as the projects as concerned, external contract compliance can take up several forms including unavailability of products services or qualified personnel, charging prices different from the contracted prices, or late delivery or delivering products that do not meet the contracted specifications.

Thus according to Poppo and Zenger (2002) well specified contracts ensure value for money if both PDEs and suppliers comply with the contract accounts. Thus the result is creating cooperation, long-term trust exchange relationship among parties to the contract. Argyres, Berkovitts and Mayer (2006) add that a contract which is well planned, administered and monitored helps to focus attention of players in articulating various aspects of the task and relationship thereby reducing the risk for misunderstanding and consequently ensuring value for money. Bathe' Leny (2003) avers that performance specifications in contract management should follow a proper plan, there should be a well and streamlined administration and should be monitored in order to achieve desired results.

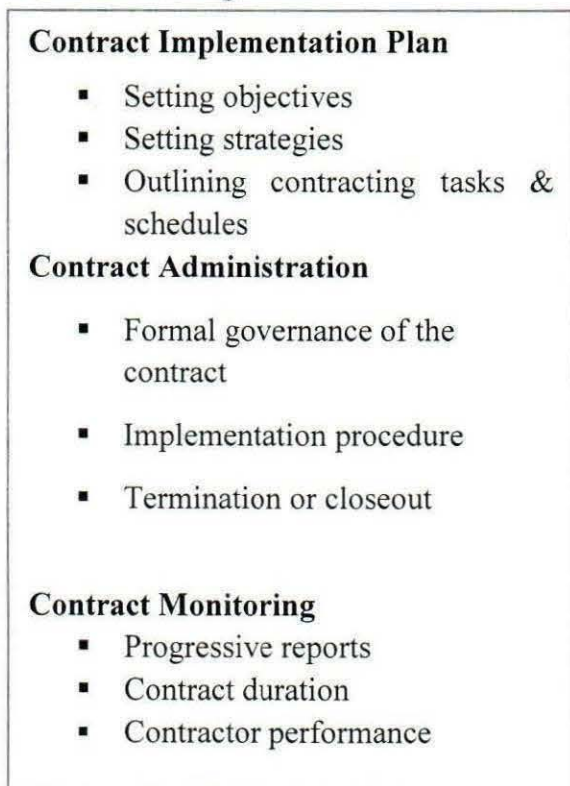
2.3 Conceptual Review

2.3.1 Conceptual Framework

Figure 1. 1: Conceptual Framework showing interaction of study variables

Independent Variable

Contract Management



Dependent Variable

Value for Money

Efficiency in Service Delivery

- Amount of money in achieving results
- Amount of raw materials in achieving results

Effectiveness in Service Delivery

- Capacity of producing a desired result
- Achieving Intended output

Economy in Service Delivery

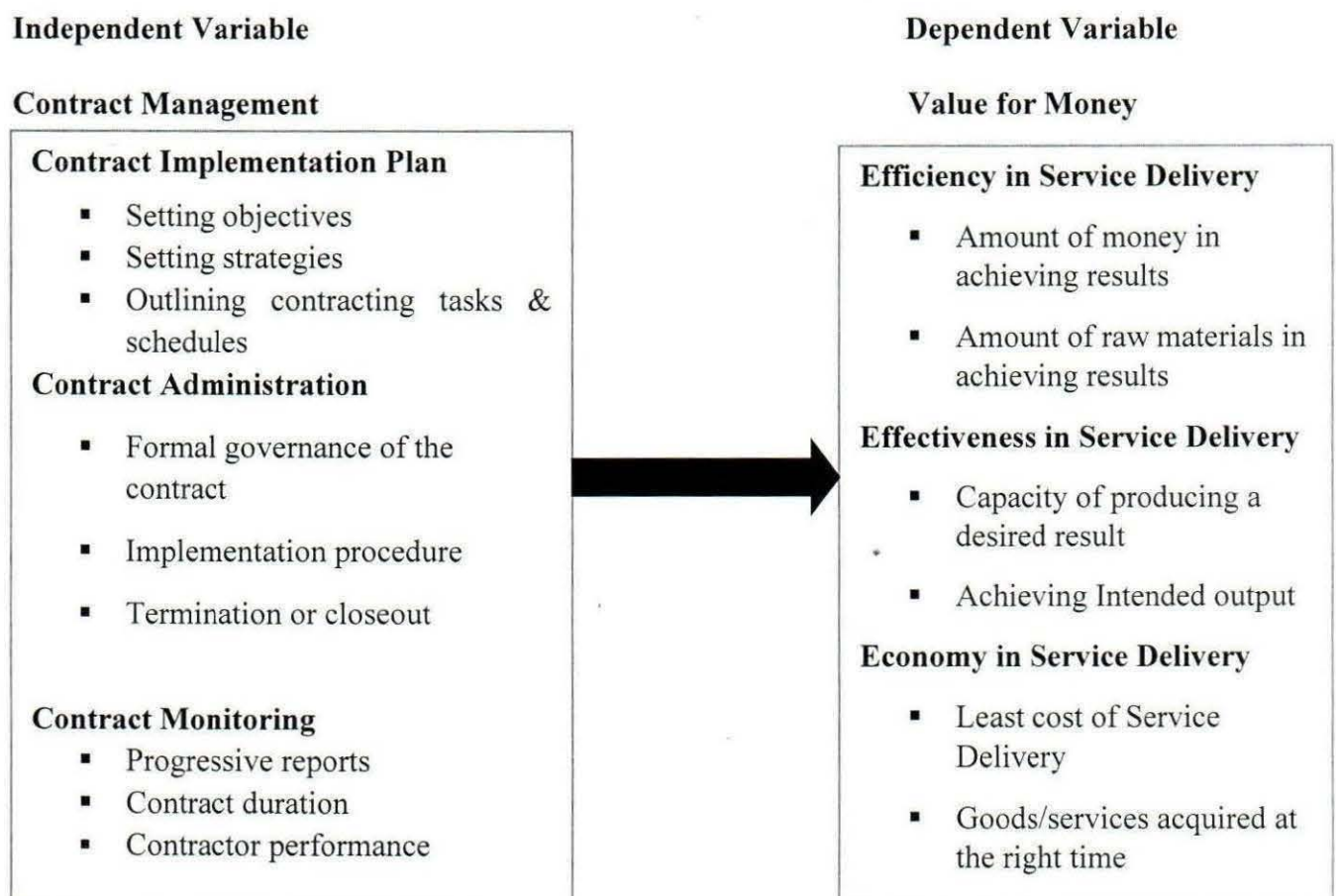
- Least cost of Service Delivery
- Goods/services acquired at the right time

Thus according to Poppo and Zenger (2002) well specified contracts ensure value for money if both PDEs and suppliers comply with the contract accounts. Thus the result is creating cooperation, long-term trust exchange relationship among parties to the contract. Argyres, Berkovitts and Mayer (2006) add that a contract which is well planned, administered and monitored helps to focus attention of players in articulating various aspects of the task and relationship thereby reducing the risk for misunderstanding and consequently ensuring value for money. Bathe' Leny (2003) avers that performance specifications in contract management should follow a proper plan, there should be a well and streamlined administration and should be monitored in order to achieve desired results.

2.3 Conceptual Review

2.3.1 Conceptual Framework

Figure 1. 1: Conceptual Framework showing interaction of study variables



Source: Adopted and modified from PPDA Act (2003), PPDA (Contracts) regulations, 2014; OGC, 2014; Telgen, 2004; Batho Pele Handbook, 2007

In the above figure contract management (contract implementation plan, contract administration and contract monitoring) are conceptualised as the independent variable while value for money (Effectiveness, Efficiency and Economy) as the dependent variable. The literature available shows that contract planning in form of setting objectives, setting strategies and outlining contracting tasks and schedules provides strong pillars for ensuring value for money (Chan, 2004; Russell, 2003; Laysons & Farrington, 2006).

Contract administration in form of governance of the contract, implementation procedure and termination or closeout contributes to proper utilization of funds. Hewitt, Money and Sharma (2002), Pippo and Zenger (2002) note that contract administration comprises of all the dealings between the contractor from the time the contract is awarded until the work has been completed and accepted, which ultimately ensures proper utilization of funds.

Contract monitoring in form of progressive reports, contract duration and contractor performance enhance value for money. Russell (2003), Larson (2003) and Dvir & Raz (2003) believe that contract monitoring helps to compare actual performance against planned performance with an aim of correcting deviations. Value for money is the term used to assess whether or not an organisation has obtained the maximum benefit from the goods and services it acquires (UK Secretariat, 2001). Value for money is measured by the three E's as explained below. **Economy:** Explores whether specific inputs are acquired at the lowest cost and at the right time. **Efficiency:** This refers to how productively inputs (resources) are translated into outputs (results). It further means that there should be maximum output with

little cost. Thus disaggregated into amount of money in achieving results and amount of raw materials in achieving results. **Effectiveness:** The extent to which outputs achieve the desired outcomes. Thus disaggregated into capacity of achieving results and achieving intended output (Batho Pele Handbook, 2007 as cited by Evelyn Nsiah-Asare and Kwadwo Boateng Prempeh, 2016).

2.4 Contract Management and Value for Money

Faced with the burden of doing more with less, statutory government entities across the country have shifted from direct service provision to providing services by contract. Proponents contend that contracting can reduce costs and improve flexibility, customer satisfaction and consequently ensure value for money (Brown & Potoski, 2003). Critics point to an increasing number of failed contracts, reasoning that there are abundant drawbacks linked with contracting. Missing in the contracting debate is laborious analysis of the capacity of statutory government entities to accomplish the contracting process. Contracting is not a one-size-fits-all proposition. The success or failure of any alternative service-delivery arrangement possible depends on how well statutory government entities can handle the whole contract process, from planning, assessing the feasibility of contracting through implementation to monitoring, administration and evaluation-activities that necessitate strong government contracting capacity (Brown & Potoski, 2003).

Contract management is a process of systematically and efficiently managing contract creation, execution, and analysis in order to maximize financial and operational performance and minimizing risks (Kagioglou, Cooper & Aouad, 2001). Thus contract management enables both parties to a contract to meet their obligations so as to deliver the objectives required to execute the contract. In this study, contract management was conceptualised as contract implementation plan, contract administration and contract monitoring.

2.4.1 Contract Implementation Plan and Value for Money

Contract implementation planning is the process by which the efforts of all personnel and resources responsible for a contract are coordinated and integrated through a comprehensive arrangement for fulfilling an organization's need in a timely manner and at a reasonable cost (Al-Turki, 2011, Mullins, 2007 & Haider, 2009). A contract implementation plan involves setting objectives, setting strategies and outlining contracting tasks and schedules, which help to guide parties to a contract in the right direction, while ensuring that funds are put to better use (Davison, Sebastian & Borger, 2014).

Rendon (2010) and Jefferies et al. (2014) observe that a contract implementation planning is useful because it helps to outline critical success factors in contract execution that is use of integrated alliance, setting contract objectives, establishing strategies, establishing project specific key performance indicators, project scheduling among others. Wassennar, Dijkgraf and Gradus (2010) note that contracting should take place within a structured contract management system. Thus setting clear objectives of the contract is fundamental in ensuring that the contract is executed according to plan, which also facilitates proper utilization of funds (Reohrich & Lewis, 2014).

Objective setting in contract management involves establishing specific, measurable, achievable, realistic and time-bound (SMART) objectives (Latham & Lockie, 2002). They further add that objective setting is an effective tool for making progress because it ensures that participants in a group are well aware of what is expected of them. This helps project contract implementers to keep on track and focused thus ensuring quality of service, cost effectiveness, efficiency in service delivery and reliability in service delivery. At a personal

level, objective setting enables individuals work toward the ultimate goal of contract management.

Ashworth (2002) argues that contracts without proper objectives and budgets to guide their work, in most cases fail because of lack of scale, type, standard, cost, and timing of the project contract. Such contracts are also faced with problems such as cost overruns, delays, defects and conflicts between the clients and the contractor (Beckers et al., 2013). It is therefore important for any project contract to have clear objectives that will enable it to deliver value for money.

Setting contract strategies is an important tool for ensuring value for money while in a contractual relationship. Schweitzer, Ordonez and Douma (2004) contend that in contract implementation plan, a strategy should be set in accordance with organization's overall procurement strategy. They also argue that the development of a contract strategy helps to establish the form of the contract as well as the style and type of management to be adopted for the subsequent service delivery, relationship management, contract monitoring and contract administration. Nucharee (2009) concurs with Schweitzer et al. (2004) on strategy setting and adds that a contract management strategy ought to realise a number of benefits by managing the organization's own responsibilities during the contract; ensuring that the supplier meets the minimum performance criteria like compliance; and allowing the attainment of both short and long-term supplier performance improvement through developing effective supplier relationships.

Hewitt et al. (2002) posits that while developing contract strategy, the following issues ought to be noted: nature, scale, and significance of the need to the organization; value of need, type

of specification-input or output; complexity of the need including innovation level; attractiveness to the market; market capacity; time scale and phasing; level of understanding of the need by stakeholders and potential suppliers. Arrow, Linarelli and Wallace (2000) argue that in developing contract strategy, defining missions and objectives through statements that affirm how the organization portrays its purpose should be cardinal.

Outlining/developing contracting tasks and schedules is a strong indicator of ensuring value for money while in a contractual relationship. The procurement contract management structure should be established to clarify the appropriate organizational structures, tasks, and schedules of activities (Smith & Wilkins, 1996; Garret & Rendon, 2005). They add that a contract manager should be identified in the contract agreement and committed to the terms of the contract. Project scheduling is about the short term control of activities. It results into a time table for performing activities of work. It involves allocating start and finish times to each activity as well as sequencing that is deciding on the order of the flow of activities using resources efficiently (Brown et al., 2003). Mullins (2007), Darshi (2001), Brown et al. (2003) Chan (2004) and Pearson and Skues (1999) believe that while developing a contract plan; tasks, and schedules of activities, adequate systems to ensure quality, safeguard risks, save costs and timely delivery should be in place.

Chan (2004) further states that an organization that clearly defines tasks and schedules of activities, resolves the would be disputes, checks all goods and services provided, follows strictly the procedure laid down, manages contract change procedures and maintains adequate records in sufficient detail on the contract file for purposes of continuity and audit for compliance. All this is meant to ensure that project contract funds are put to better use.

Therefore, defining tasks and scheduling activities is of great importance in executing a contract in order to properly utilize funds.

On the contrary however, Lambright (2011) in his study on contract management and service delivery found out that the relationship between contract implementation plan and service delivery was insignificant. Instead, political factors significantly enhanced service delivery. This contradiction could perhaps be because Lambright (2011) carried out his study in a developed world where the situation is quite different from the one in Uganda, a developing country. In addition, the timing of Lambright's study was 2011 while the current study was done in 2018.

2.5 Contract Administration and value for Money

For a contract to be fully executed, several challenges including conflict among stakeholders, insufficiency of allocated resources, changes in original terms and conditions are expected. This necessitates all functions in an entity to be concerned and involved to enhance problem solving capabilities and responsiveness to any challenge in the execution of the contract (Flint & Mentzer, 2000). Contract administration includes all administrative, financial, managerial and technical tasks to be performed by the procuring entity from contract award until it is successfully concluded or terminated or until payment is made and the underpinning disputes or claims (if any) are resolved (Ohemeng, 2009; PPDA Act, 2003).

Contract administration encompasses handling and juggling with all challenges and trade-offs met in the course of contract implementation thus contracts are supposed to inculcate discipline and reduce chances of noncompliance to the parties in a contractual relationship. Hence the ultimate goal of effective contract administration is to achieve procurement objectives significantly attaining value for money from signed contracts (Ntayi, Byabasaija, Eyaa, Ngoma & Mulira, 2010). In this study, contract administration handles the formal

governance of the contract and any permitted changes to documentation during the life of the contract administration was broken into contract governance, implementation and termination or closeout of the contract; as adopted from OGC, 2014.

Contract governance involves maintenance of contract records which should be well-organized. That is files which should be organized in a way that permits someone to reconstruct the contract and understand its history in the absence of the contract administrator (Asiimwe, 2013). According to PPDA Act (2003) Regulation 11 (2) makes reference about governance of a contract and provides that a well formulated contract should contain the following sections; obligations of each party, all payments by a procuring and disposing entity correlated with the corresponding input, obligation or deliverables by a provider, in a specific identifiable and measurable manner, effective supervision arrangements, where required, adequate monitoring and cost control measures, where required, adequate and clear delivery, acceptance and handover or commissioning arrangements, where required and the procedure and right of the parties to terminate the contract.

In addition, the PPDA Act (2003) Regulation 11 (2) provides for documentation of records. That documentation should capture, accurately recording all the changes that have arisen during the life of the project, which can bring a change in project outcome. There are many reasons to vary an existing contract. For example, changes in technology, resources, needs of the organisation, market conditions. Variations can generally be categorised as either administrative or financial; Administrative variations are changes that do not affect the financial details of the contract. For example, changes to the billing process, delivery address, and personnel assigned to the contract, monitoring processes, and financial variations alter the financial details of the contract, e.g. changes to the price/cost, quantity, nature of the

deliverables and terms of the contract (which increase the value). All this is meant enhance quality, reduce costs and time while executing a project contract.

Other contract records include minutes of meetings between contract management team and contractor, performance issues or deficiencies, written receipt of deliverables and invoices are all worthy documents. Thus contract documentation should be clear and discernible so that anyone reviewing the contract file can understand the history of the contract, current status, and all outstanding issues.

Contracts governance also involves having an administrator who is responsible for internal release of basic contract information and retention of complete contract files for reference by personnel throughout the organization. Contract files should possess all the information necessary about what was expected and what was received under the contract as well as being useful to both internal and external auditors (Asiimwe, 2013). In governing of contracts, there is a need to conduct continuous risk analysis and assessment throughout the period of the contract in order effectively to manage the risks that arise (CIPS Management Guide, 2007). Whilst the issue of change/contract modifications during the contract execution should prompt a risk analysis activity, the need to continually assess risk in large, complex long-term contracts is very crucial. Elsey, (2007) argues that risk management during the contract period comprises those activities associated with identifying and controlling the risks that may potentially affect the successful fulfilment of the contract. Risks to the contract may include such issues as: an event which causes an increase in the total of the price to the purchaser, an event which causes a delivery to delay, supplier staff changes, deterioration in the supplier's financial standing, demand changes that cannot be met by the supplier, deterioration of quality, market fluctuations for commodities. When a risk is anticipated or perceived, its management involves the parties working together to identify where the

responsibility for it lies, methods of minimising it and how the risk will be managed (Else, 2007).

Contract implementation processes are facilitated by good governance or business relationships (Kamarck, 2002). He adds that implementation needs networking between government agencies and suppliers, which greatly strengthens contractual relationships and ensures attainment of value for money. Laurent (2000) supplements Kamarck (2002) and states that due to the increasing procurement of high-technology systems and services, collaboration and relational exchanges are vital for realising the strategic goals for both government agencies and private businesses. Thus both the purchasers and suppliers should cooperate in order to realise the desired objectives of the contract.

Contract implementation involves coordination mechanisms which control the flow of information, materials and financial assets along the supply chain to produce quality work (Darshi, 2001). He adds that coordination is an important function of implementation process. Briscoe and Dainty (2005) argue that for implementation of contracts to ensure value for money, it must be supported by long-term relationships between purchasers and suppliers.

Contract termination or closeout is a very important stage and one that often receives the least amount of attention. Regardless of whether a contract is being closed or renewed, a review process should be undertaken to various levels of detail depending on the classification of the contract. The PPDA Act (2003) Section 56 (1) provides that where the contract manager or a procurement and disposal unit is satisfied that a contract should be terminated, the contract manager or the procurement and disposal unit shall submit a recommendation for termination with a copy of the contract to the accounting officer. Section 56 (2) stresses that a recommendation for termination of a contract by the contract manager shall state the name of

a provider and the procurement reference number; reasons for the termination; the contractual grounds for the termination and any other relevant information

Gerret and Rendon (2005) observe that contract closeout is the process of verifying that all administration matters are concluded on a contract that is otherwise physically complete. Thai (2004) adds that usually suppliers or contractors respect their contracts and when is done, the contract has to be closed out. Contract closure involves meeting all contractual concerns, all changes if any being incorporated in the final document, all deliverables received, all equipment and all classified documents returned and final payment made. Thus when all above have been met, the procurement official or contract administrator writes formal closure documents detailing a narrative of the contract strength and weaknesses and files it for future reference.

However, in a study about contract management and procurement performance in selected banking institutions in the UK, Jonnes (2016) while testing one of the hypotheses; contract administration significantly affects the procurement performance in selected banking institutions, found out the results were insignificant. This was perhaps due to the fact that the study was carried out in a developed world where the situation is quite different from the one in Uganda, a developing country.

2.6 Contract Monitoring and Value for Money

Monitoring the performance of the contractor is a key function of ensuring value for money. According to PPDA Act (2003) sub section 53(2), the contract manager shall closely monitor the progress of the contract and ascertain that the provider performs in accordance with the contract terms. The purpose is to ensure that the contractor is performing all duties in accordance with the contract and for the entity to be aware of and address any developing

problems or issues (Russell, 2003). According to Bubshalt and Al-Gobali (2014)) contract monitoring is a regular process of evaluating agency performance based on measurable service deliverables and verifying agency compliance with the terms and conditions in the contract. Contractor monitoring involves drawing a project monitoring plan (progressive reports) to have systematic control on projects. In this study, contract monitoring include progressive reports, contract duration and contractor performance.

Handfields et al. (2005) posit that organizations with a formal system and reporting on issues which are part of their quality issues in their supply chain enjoy the performance advantages and greater commitment from internal and external stakeholders, which ensures value for money. Reporting progressively improves corporate reputation as it leads to proper utilization of funds. Roberts (2003) affirms this in his study on corporate reputation and social impact of supply networks. Thus getting regular feedback on the performance of contracts creates awareness of what is taking place.

Progressive reporting is a form of communication to stakeholders about the status of the contract. Richey (2009) conducted a study on progressive communication in contracting and concluded that firms that emphasize this practice tend to devote more effort toward developing internal integration, cross-functional activities, correction of deviations in case they arise; promotes integration with suppliers (So & Sun, 2010) and key metrics can be used derive performance (Singh & Power, 2009). Thus it is important while in a contractual relationship to have progressive reports about flow of activities and in case of any deviation, corrective measures are taken immediately.

According to McIvor et al. (2009) handling outsourced engagements, effective performance reporting is crucial and Laryea and Hughes (2009) in their study, observed that contractor

performance reports enable evaluation of contractor performance and essential remedies are taken, which consequently results into effectiveness in service delivery, efficiency in service delivery and reliability in service delivery. In addition, Humphrey et al. (2007) and Youngdahl et al. (2009) argue that performance reporting acts as a socket of actions for managing decision making on the contract.

According to Clarke (2014) contractor monitoring to ensure better performance involves overseeing that the contract is duly monitored. The inspection should ideally be undertaken together with the contractor's representative to ensure that the issues raised are dealt with at the time of the inspection. Contractor performance focuses on collecting and analysing information to provide assurance to the contracting authority that progress is being made in line with agreed timeframes and towards providing the contract deliverables. Key performance indicators (KPIs) that are clearly set within the contract are then measured, reported and monitored on a regular basis (Laryea & Hughes, 2010; Humphreys et al., 2007 & Youngdahl et al., 2007).

Therefore, regardless of how the contract monitoring is performed, accountability for accepting contract deliverables remains with the contracting authority and information provided by a supplier for monitoring purposes should be reviewed and audited, as necessary, to ensure its accuracy and reliability. It can also often be tested by capturing feedback from end-users regarding the quality of the goods and services they have received.

Oluka and Basheka (2013) in their study on the determinants and constraints of effective procurement contract management in Uganda concluded that contractor performance was hampered by lack of regular follow-up, lack of compliance with established deadlines as well as lack of integrity in the contract management process. This inevitably affected how contract

funds were utilized and consequently affected the contractual relationship. Thus contractor performance should be guided by the set performance standards so as to be able to generate value for money.

2.7 Summary of Literature Review

The literature reviewed on contract management and value for money shows that the effect of contract implementation plan, contract administration and contract monitoring, each individually on value for money is strong. However, there is scanty literature about contract management and value for money in Statutory Government Entities. Most available literature focuses on private firms, local governments as well as foreign companies (Jonnes, 2016; Gerret and Rendon, 2005; Briscoe and Dainty, 2005) and contract management in Statutory Government Entities like Electoral Commission is given limited attention. Although this study adds to the scanty existing literature on contract management in Statutory Government Entities and particularly, Electoral Commission, research ought to be done on other statutory organisations and/or SGEs as a whole to add to the scanty literature about this topic.

CHAPTER THREE

METHODOLOGY

3.1 Introduction

This chapter covers research design, target population, area of study, data collection methods and instruments, procedure for data collection, data analysis, and limitations of the study.

3.2 Research design

The study adopted a case study research design because it helps in collecting comprehensive data from one phenomenon within the existing context using a variety of data sources and generalise the findings to other similar phenomena (Amin, 2005; Yin, 2003). Both quantitative and qualitative approaches will be used and will be mostly descriptive and analytical relying on responses from the sample of study.

3.3 Area of Study

The study was carried out from EC headquarters in Kampala. The commission is located along Jinja Road on plot 55.

3.4 Target Population

The EC Human Resources Manual (2016) was the major source of information for accessing the target population. The population for this study comprised of EC staff who are directly involved in public procurement activities within the organisation because their activities directly or indirectly have a bearing on public procurement within EC. From the EC human resource manual (2016), there are seven (7) commissioners, 3 directors, 62 management team (Principal election officers, heads of department, senior election officers), accounting officer & PDU staff (7) and Contracts Committee members (5).

3.5 Sampling Techniques and Sample Size Selection

3.5.1 Sample Size Selection

A sample size of 69 respondents out of 84 target population was selected to participate in the study. The selection of the sample size was done using the Krejcie and Morgan tables in Amin (2005). Table 3.1 below presents the sample size selection and techniques.

Table 3. 1: Sample size selection and techniques.

S/N	CATEGORY	POPULATION	SAMPLE	SAMPLING TECHNIQUES
1.	The Commission	7	7	Purposive
2.	Directors	3	3	Purposive
3.	Management Team (Principal election officers, heads of department, senior election officers)	62	47	Stratified Random Sampling & Simple Random Sampling
4.	Secretary & Procurement and Disposal Unit	7	7	Purposive
5.	Contracts Committee	5	5	Purposive
	TOTAL	84	69	

Source: Primary Data

3.5.2 Sampling Techniques

In the study of commissioners, directors, members of the contracts committee, secretary & members of the procurement and disposal unit, purposive sampling technique was adopted because the technique helps in deciding who to include respondents in the sample as a result of the knowledge such respondents had about the topic of investigation (Yoko & Onen, 2005; Skaran,2003; Kothari, 2004).

In the study management team (principal election officers, heads of department, senior election officers) stratified random sampling was used to ensure equal representation of departments. In each stratum, simple random sampling technique was applied because it

gives each respondent of the population equal and independent chance of being selected to participate in the study (Amin, 2005; Sekaran, 2003).

3.6 Data Collection Methods

Survey data collection method was utilized in this study. Specifically, questionnaire survey and interview were adopted.

3.6.1 Questionnaire Survey

In this method, self-administered questionnaire that was structured with closed-ended questions was adopted to collect quantitative data from management team. This was because it enabled them to give independent opinions without fear, as their identity was not needed on the questionnaire. It also helped in the coding of information easily for subsequent analysis hence reducing the error gap and closed-ended questions are easier to analyse since they are in an immediate usable form (Sekaran, 2003; Mugenda & Mugenda, 2003).

3.6.2 Interview

Structured face-to-face interviews were employed to collect qualitative data from commissioners, secretary & directors, and members of the procurement and disposal unit and members of the contracts committee. This method was employed because it aids the researcher to follow up leads to obtain in-depth data and greater clarity and ensure reliability of data (Kombo & Tramp, 2009; Sarantakos, 2005).

3.7 Data Collection Instruments

The researcher used two instruments to collect primary data from the field. That is the questionnaire and interview guide/schedule.

3.7.1 Questionnaire

Self-administered questionnaire that was structured with closed-ended questions was used to collect quantitative data from management team. This was because it enabled them to give independent opinions without fear, as their identity was not needed on the questionnaire. It also helped the researcher to code information easily for subsequent analysis hence reducing the error gap and closed-ended questions are easier to analyse since they are in an immediate usable form (Sekaran, 2003; Mugenda & Mugenda, 2003).

3.7.2 Interview Guide

Interview guide was used to collect data from commissioners, secretary & directors, members of the procurement and disposal unit and members of the contracts committee. This instrument was used because it enabled the researcher to follow up leads to obtain in-depth data and greater clarity and ensure reliability of data (Kombo & Tramp, 2009; Sarantakos, 2005).

3.8 Data Collection Procedure

Before proceeding to the field, the researcher sought a permission/introductory letter from the dean of Graduate School. After getting it, the researcher proceeded to EC head office for acceptance to collect data. When permission was granted, data collection exercise commenced.

3.9 Data Analysis

Both qualitative and quantitative data analysis techniques were used.

3.9.1 Quantitative Data Analysis

The researcher analysed the background variables using frequency tables, bar graphs, percentages and pie charts. Descriptive statistics were used to provide numerical and graphical procedures to recapitulate a collection of data in a clear and logical way. They also

simplify large amounts of data into a sizeable way. Numerical approach helped to compute mean and standard deviation while graphical approach helped to identifying patterns in the data. Pearson correlation coefficient was used to show the relationship between contract management and value for money, normality of data and the interval scale upon which both independent and dependent variables in the questionnaire were measured (Sarantakos, 2013). Simple linear regression was used to test the three hypotheses because the relationship between the variables was linear and data about one variable (independent) was used to predict the value of the dependent variable (Punch, 2005; Neuman, 2011; Babbie, 2007). Multiple linear regression was used to develop a model of independent variables explaining the dependent variable (Sarantakos, 2013).

3.9.2 Qualitative Data Analysis

In this study, qualitative data was analysed using thematic analysis by focusing on themes, identified by means of coding (Popping, 2000) cited by Sarantakos (2013). The technique employs an inductive approach, whereby themes emerge from the data and are not pre-constructed by the researcher (Punch, 2005).

3.10 Limitations of the Study

While the study has advanced a number of suggestions and made an attempt to offer reliable evidence, the findings of the study should be interpreted in light of the following limitations. The study employed a case study research design. In interpreting the results, it is important to understand that the process and mechanism underlying the issues studied were not completely captured. Thus, relationships among variables were interpreted with caution.

This study collected both quantitative and qualitative data. However, many respondents filled the questionnaire that yielded quantitative data. Therefore, more qualitative data should be undertaken in future to provide wider perspective to the present study. For instance, the research design can employ content analysis to provide a holistic picture to the given subject.

CHAPTER FOUR

PRESENTATION, ANALYSIS AND INTERPRETATION OF RESULTS

4.1 Introduction

The study assessed the effect of contract management on value for money at Electoral Commission of Uganda. To complete this study, it was necessary to analyse the data collected in order to test the hypotheses. This chapter therefore, presents the findings of the study, which include the response rate of the respondents and their demographic characteristics. The analysis and interpretation of the respondents' views on contract management triangulates both quantitative and qualitative data. The presentation and analysis is in line with the objectives of the study. The objectives include;

1. To establish the effect of contract implementation plan on value for money at EC.
2. To examine the effect of contract administration on value for money at EC
3. To assess the effect of contract monitoring on value for money at EC.

4.2 Response Rate of Respondents

The study targeted 69 respondents from whom 43 participated in filling the questionnaire and 20 participated in the interview while 6 respondents did not take part at all. The analysis on the response rate, marital status and duration of service are presented in tabular form while the one on age, sex, and highest level of education of respondents is presented in graphical form. Table 4.1 below presents the response rate of respondents.

Table 4. 1: Response Rate of Respondents

Category of Respondents	Targeted Respondents	Actual Respondents	Response Rate (%)
Commissioners	7	6	85.7%
Directors	3	3	100%
Management Team (Principal election officers, heads of department, senior election officers)	47	43	91.5%
Secretary & Procurement and Disposal Unit	7	6	85.7%
Contract Committee	5	5	100%
Total:	69	63	91.3%

Source: Primary Data

Table 4.1 above shows that out of the 69 targeted respondents, 63 of them participated in the study (91.3%). According to Kombo and Tromp (2009), a response rate of 52% and above is high enough. Therefore, the response rate of 91.3% is high. This response rate was attained because the study employed two research assistants who (staff of EC) who helped the researcher in administering the interview and questionnaire to various respondents.

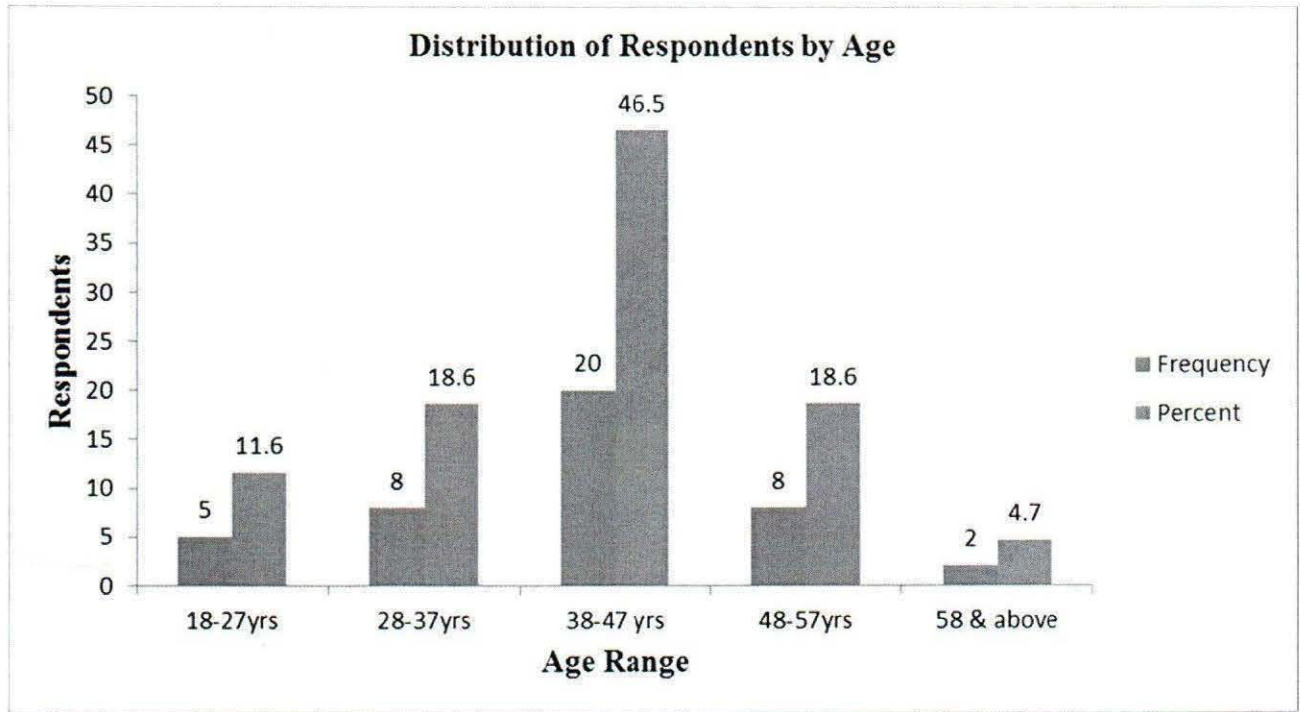
4. 3 Results on Background Characteristics of Respondents

This section presents the demographic characteristics of the respondents who were surveyed using a questionnaire during data collection process. Demographic characteristics are summarized basing on age of the respondents, his or her sex, and marital status, highest level of education and duration of service. Below are the presentation, analysis and interpretation of the demographics of the respondents who participated in filling the questionnaire.

4.3.1 Respondents by Age

43 respondents who filled the questionnaire were asked to indicate their age range and figure 4.1 below presents the findings of respondents by age.

Figure 4. 1: Respondents by Age



Source: Primary Data

From the above figure, majority of the respondents 20 (46.5%) were between 38-47 years of age while the least 2 (4.7%) were 58 and above years of age. This means that a good number of employees at EC especially the management team were people far above the youth bracket.

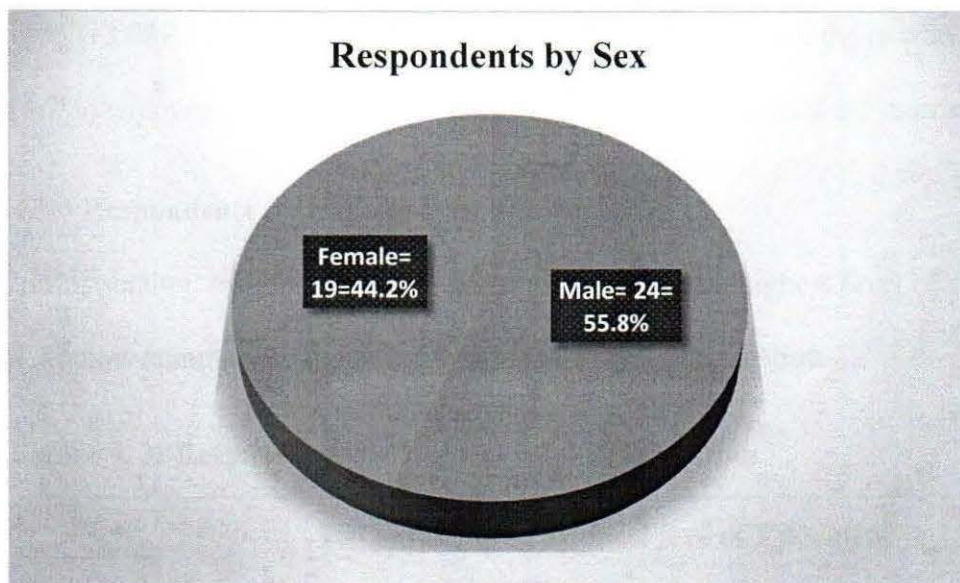
From the above figure, 8 (18.6%) of the respondents were between 28-37 years and between 48-57 years of age were 8 (18.6%). This implies that the study involved different respondents with varying ages which provided the researcher with the current and wide information about contract management and value for money at EC. From the above figure also, 5 (11.6%) of the respondents were between 18-27 years.

4.3.2 Respondents by Sex

This section presents gender composition of the respondents that took part in the study.

Figure 4.2 below indicates the distribution of the respondents by sex.

Figure 4. 2: Respondents by Sex



Source: Primary Data

From the above figure, majority of the respondents 24 (55.8%) were males while 19 (44.2%) were females. This implies that more males than females were involved in the study.

4.3.3 Respondents by Marital Status

In this section, the marital status of the respondents is presented. Respondents were requested to indicate their marital status, that is whether married, single, divorced or widowed and their responses were presented and analysed in table.4.2 below.

Table 4. 2: Showing Marital Status of the Respondents

Marital Status	Number	Percentage
Single	6	13.9
Married	33	76.7
Divorced	2	4.7
Widowed	2	4.7

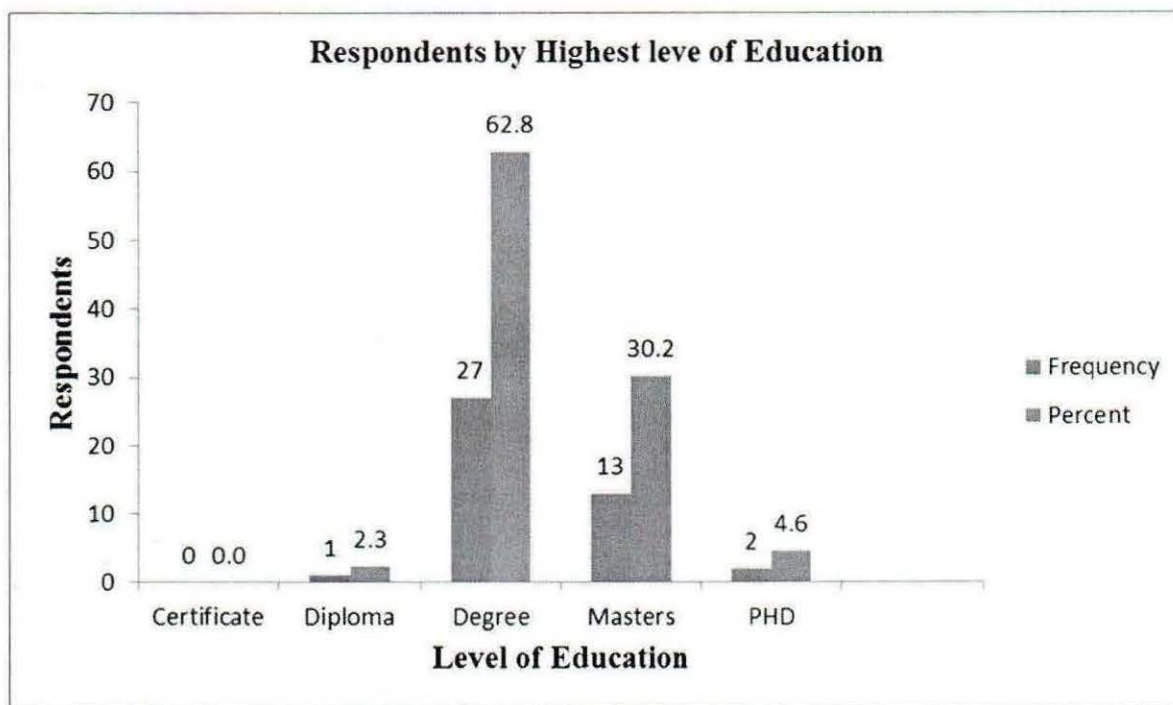
Source: Primary Data

Table 4.2 above indicates that majority 33 (76.7%) of the respondents were married followed by 6 (13.9%), who were single while the least 2 (4.7%) were those who had divorced and 2 (4.7%) widowed. This means that majority of the respondents were married people.

4.3.4 Respondents by Highest level of Education

In this section, respondents were asked to identify their highest level of education and figure 4.3 below summaries respondents by highest level of education.

Figure 4. 3: Respondents by Highest level of Education



Source: Primary Data

From above figure, majority of the respondents 27 (62.8%) had degrees while the minority 1 (2.3%) had a diploma as their highest level of qualification. Those with master degrees were 13 (30.2) while those with PHD were 2 (4.6%). This indicates that most of the respondents had the required level of education with more knowledge and expertise about their work.

4.3. 5 Duration of Service

This section presents the period in years respondents had spent in their current jobs at the EC.

Table 4.3 below shows duration of service of respondents.

Table 4. 3: Duration of Service

Period Served (Years)	Number	Percentage
1-5	7	16.3
6-10	14	32.6
11-15	20	46.5
16 and Above	2	4.6

Data source: Primary data

Table 4.3 above indicates that majority of the respondents 20 (46.5%) had served for a period of 11-15 years while the least 2 (4.6%) had served for 16 and above years. This means that most of the respondents had spent a reasonable time with the institution. The table also shows that 14 (32.6%) of the respondents had served between 6-10 years. This also implies that they had served relatively a long period, an indication of experience on job. 7 (16.3%) had served between 1-5 years.

4.4 Results on substantive objectives

In this section, the researcher presents the analysis from the three objectives of the study. The analysis is both quantitative and qualitative. The first objective of this study was; to establish the effect of contract implementation plan on value for money at EC. The independent variable; contract management was broken into three major attributes. That is contract implementation plan, contract monitoring and contract administration. The dependent variable; value for money was defined into three major attributes. That is effectiveness in service delivery, efficiency in service delivery and economy in service delivery. The section therefore, presents, analyzes and interprets the extent to which contract management affects

value for money. A five-point Likert scale was used to quantify respondents' views on contract implementation plan, contract administration and contract monitoring as well as value for money. The scale used Strongly Agree (5), Agree (4), Not sure (3), Disagree (2) and Strongly Disagree (1). The mean and S.D were based on the item measured on a five-point Likert scale indicating the degree to which the respondents agrees/disagrees with the activity at hand. Thus any mean above 3 indicates agreement of the respondents with the issue before hand while any mean of 3.00 shows that respondents were not sure while any mean below 3 indicates disagreement of the respondents. A standard deviation (S.D) of below 1 implies reasonable validity of the reported mean values and a S.D which is high (above 1) shows less validity of the reported mean values of the items asked.

4.4.1 Contract implementation plan at E.C

This section discusses issues relating to contract implementation plan in form of setting objectives, strategies, and contracting tasks and schedules and how they affect value for money. Specifically, the evidence presented focused on eleven issues as clearly stated in the questionnaire attached at the end of this report.

Table 4.4 below presents descriptive statistics on the effect of contract implementation plan and value for money.

Table 4. 4: Descriptive Statistics on the effect of Contract Implementation Plan at E.C

Contract Implementation Plan	Response Category					Mean	S. D
	S A 5	AG 4	NS 3	D 2	SD 1		
	F (%)	F (%)	F (%)	F (%)	F (%)		
A contract manager/supervisor prepares a contract implementation plan which is approved by the contracts committee	18 (41.7)	16 (37.2)	1 (2.3)	6 (13.9)	2 (4.7)	3.49	0.326
Contract implementation plans at EC are clearly defined according to implementation objectives	14 (32.5)	22 (51.2)	0	7 (16.3)	0	4.15	0.474
A contract manager/supervisor always sets clear objectives to guide contract implementation	19 (44.2)	19 (44.2)	1 (2.3)	3 (7)	1 (2.3)	4.12	0.663
Planned contract objectives are clearly linked to financial budgets	12 (27.9)	23 (53.5)	0	4 (9.3)	4 (9.3)	3.43	0.877
A contract manager/supervisor sets strategies for implementing a contract	17 (39.5)	23 (53.5)	0	3 (7)	0	4.36	0.482
Strategies set for contract implementation are made known to other stakeholders	13 (30.2)	19 (44.2)	1 (2.3)	8 (18.6)	2 (4.6)	3.46	0.541
Strategies for contract implementation are clear to every one	16 (37.2)	24 (55.8)	0	3 (7)	0	3.85	0.437
A contract supervisor in agreement with the contractor always prepares a schedule of activities to be followed during contract implementation	17 (39.5)	17 (39.5)	0	7 (16.3)	2 (4.7)	4.06	0.624
Scheduled contract activities follow specific time frames	14 (32.5)	23 (53.5)	0	3 (14)	2	4.63	0.642
All contract implementation scheduled activities are very clear to everyone	12 (27.9)	28 (65.1)	0	3 (7)	0	4.71	0.497
Average Mean/ S.D						4.026	0.556

Source: Primary Data

From the above table, most of the respondents agreed that contract implementation plan activities as stated in the table above are carried out regularly, this is justified by the average mean response (4.026) and standard deviation (0.556). This indicates that there is reasonable validity of the reported mean values. It is imperative to note specific cases like contract

manager sets clear objectives to guide contract implementation, mean (4.12) and S.D (0.663) where a whopping 38 respondents agreed and only 5 were contrary.

On other items such as the contract manager/supervisor to prepare a contract implementation plan which is approved by the contracts committee, most of the respondents agreed with. This is justified by the mean response of 3.49 and SD 0.326. On the issue of whether contract implementation plans at EC are clearly defined according to implementation objectives, majority of the respondents agreed with this issue. This is supported by the mean response of 4.15 and SD 0.474.

Majority respondents also agreed that planned contract objectives are clearly linked to financial budgets, this is justified by the mean response of 3.43 and SD 0.877. On whether a contract manager/supervisor sets strategies for implementing a contract, most of the respondents supported this view with a mean response of 4.36 and SD 0.482. Regarding the issue of whether strategies set for contract implementation are made known to other stakeholders, majority respondents agreed to that as well, this is shown by a mean response of 3.46 and SD 0.541.

Regarding the issue of whether scheduled contract activities follow specific time frames and whether all contract implementation scheduled activities are very clear to everyone. Most of the respondents agreed to both issues supported by the mean responses and standard deviation of 4.63, SD 0.642 and 4.71, SD 0.497 respectively.

4.4.2 Value for money at E.C

Table 4.5 below shows descriptive statistics on respondents' views on value for money at E.C.

Table 4. 5: Descriptive Statistics of dependent variable Value for Money at E.C

Value for Money	Response Category					Mean Response	S. D
	S A 5	AG 4	NS 3	D 2	SD 1		
	F (%)	F (%)	F (%)	F (%)	F (%)		
EC has realised a reduction in unit cost in the delivery of its mandate as a result of contract management	4 (9.3)	12 (27.9)	1 (2.3)	20 (46.5)	6 (14)	2.78	1.146
Contracts are always executed within contract price of the bidder	16 (37.2)	21 (48.8)	0	4 (9.3)	2 (4.7)	3.67	0.595
The materials used in the user departments are always produced at the right price	8 (18.6)	27 (62.7)	0	6 (14)	2 (4.7)	3.95	0.782
The materials used in the user departments are procured in the right amount	7 (16.3)	34 (79.0)	0	2 (4.7)	0	4.44	0.572
The commission always contracts suppliers who have the technical expertise to produce desired results	10 (23.3)	30 (69.7)	0	3 (7)	0	4.05	0.701
EC has competent staff who supervise contract performance	8 (18.6)	27 (62.8)	0	8 (18.6)	0	3.79	0.587
Deliverables conform to product specifications/statement of requirements	6 (14)	32 (74.4)	0	5 (11.6)	0	4.15	0.801
The contractors at EC are always consistent in delivering intended results	12 (27.9)	23 (53.5)	1 (2.3)	6 (14)	1 (2.3)	3.86	0.685
EC always procures with those contractors whose services meet set specifications over time	8 (18.5)	25 (58.1)	1 (2.3)	6 (14)	3 (7)	3.76	0.584
Average Mean/ S.D						3.83	0.717

Source: Primary Data

Table 4.5 above, explores value for money at E.C. Contracts are always executed within contract price of the bidder (mean response of 3.67 SD 0.595); The materials used in the user departments are always produced at the right price (mean response of 3.95 SD 0.782), The materials used in the user departments are procured in the right amount (mean response 4.44

SD 0.572); The commission always contracts suppliers who have the technical expertise to produce desired results (mean response 4.05 SD 0.701); EC has competent staff who supervise contract performance (mean response 3.79 SD 0.87); Deliverables conform to product specifications/statement of requirements (mean response 4.15 SD 0.801); The contractors at EC are always consistent in delivering intended results (mean response 3.86 SD 0.685) and EC always procures with those contractors whose services meet set specifications over time with a mean response of 3.76 and SD 0.584. This therefore, shows that respondents agree that the level of commitment of EC in ensuring value for money is high evidenced by average mean 3.83 and SD 0.717.

However it is important to note that, most respondents believed that EC has not realised a reduction in unit cost in the delivery of its mandate as a result of contract management. This is justified by a mean response of 2.78 and SD 1.146.

4.4.3 Contract Administration at EC

This section presents the second objective of the study, that is, to examine the effect of contract administration on value for money at EC. The section thus presents, analyses and interprets the data from the field.

Table 4.6 below presents descriptive statistics on contract administration at E.C

Table 4. 6: Descriptive Statistics on Contract Administration at E.C

Contract Administration	Response Category					Mean	S. D
	S A 5	AG 4	NS 3	D 2	SD 1		
	F (%)	F (%)	F (%)	F (%)	F (%)		
EC appoints a contract manager (CM) from the user department for every contract awarded to oversee contract management process	12 (27.9)	24 (55.8)	0	7 (16.3)	0	3.58	0.575
There is proper segregation of duties of duties among contract stakeholders for effective contract management	13 (30.2)	20 (46.5)	0	8 (18.6)	2 (4.7)	3.10	0.795
Appropriate functional organizational structures are always laid down for effective management of awarded contracts	7 (16.3)	27 (62.7)	0	7 (16.3)	2 (4.7)	3.95	0.582
Additional committees are usually constituted to supervise contract performance	7 (16.3)	30 (69.8)	0	6 (13.9)	0	3.74	0.852
Efforts are made to always identify the different stakeholders to help in the contract management procedure	10 (23.3)	28 (65.1)	0	5 (11.6)	0	3.96	0.621
Decisions on decentralised roles taken at each level of contract management process are integrated together for effective contract administration procedure	0	23 (53.5)	1 (2.3)	15 (34.9)	4 (9.3)	2.79	1.197
Decisions on centralised roles are taken to guide contract performance	6 (14)	32 (74.4)	0	5 (11.6)	0	4.15	0.621
Contracts are terminated due to poor performance and breach of contractual terms	6 (14)	30 (69.7)	0	4 (9.3)	3 (7)	4.16	0.667
A contract manager/supervisor closes the contract when its duration comes to an end	12 (27.9)	24 (55.8)	0	5 (11.6)	2 (4.7)	3.04	0.368
The contractor initiates the process for provisional acceptance to close out the contract	12 (27.9)	22 (51.2)	0	9 (20.9)	0	3.54	0.808
The contract supervisor always assesses the work and issues a certificate of provisional acceptance to close out the contract within 30 days after the application by the contractor	9 (20.9)	30 (69.8)	0	4 (9.3)	0	3.81	0.724
Average Mean/ S.D						3.62	0.71

Source: Primary Data

From the above table, majority of the respondents generally agreed with the contract administration activities asked in the questionnaire. This is shown by the mean response of 3.62 and standard deviation of 0.71. Regarding the issue of whether contracts are terminated due to poor performance and breach of contractual terms which helps control wastage of money, majority respondents agreed with the issue with the highest mean response of 4.16 and SD 0.667. This was followed by the issue of whether decisions on centralised roles are

taken to guide contract performance, most of the respondents were in agreement with the issue with a mean response of 4.15 and SD 0.621.

On whether EC appoints a contract manager (CM) from the user department for every contract awarded to oversee contract management process, majority respondents were in agreement with a mean response of 3.58 and SD 0.575. On whether there is proper segregation of duties among contract stakeholders for effective contract management, most respondents agreed, this is justified with a mean response of 3.10 and SD 0.395.

Regarding the issue of whether appropriate functional organizational structures are always laid down for effective management of awarded contracts, most of the respondents believed that this was very true and they supported the idea with a mean response of 3.95 and SD 0.582. On whether efforts are made to always identify the different stakeholders to help in the contract management procedure, most of the respondents agreed to it, justified with a mean response of 3.74 SD 0.852. Regarding whether a contract manager/supervisor closes the contract when its duration comes to an end, majority of the respondents agreed with the issue with a mean response of 3.96 and SD 0.621. On whether the contractor initiates the process for provisional acceptance to close out the contract, majority respondents were in agreement with issue with a mean response of 3.54 and SD 0.808. As for whether the contract supervisor always assesses the work and issues a certificate of provisional acceptance to close out the contract within 30 days after the application by the contractor, most of the respondents were in agreement with a mean response of 3.81 and SD 0.724.

However, regarding the issue of whether decisions on decentralised roles taken at each level of contract management process are integrated together for effective contract administration

procedure, most of the respondents disagreed. This is shown by the mean response of 2.79 and SD of 1.197.

4.4.4 Contract Monitoring at E.C

In this section, the third objective of this study is presented. That is to assess the effect of contract monitoring on value for money at EC. The section thus presents, analyses and interprets the data from respondents in the field.

The table 4.7 below shows descriptive statistics to explore contract monitoring.

Table 4.7: Descriptive Statistics on Contract Monitoring at E.C

Contract Monitoring	Response Category					Mean	S. D
	SA 5	AG 4	NS 3	D 2	SD 1		
	F (%)	F (%)	F (%)	F (%)	F (%)		
Contract reports are always prepared at EC and reviewed from time to time	10 (23.3)	27 (62.8)	0	4 (9.3)	2 (4.6)	3.67	0.495
EC always ensures that the contractor submits all the required documentation in accordance with terms & conditions of a contract	6 (14)	27 (62.8)	0	10 (23.2)	0	3.95	0.682
There is a reliable information system management to facilitate contract monitoring information follow	0	12 (27.9)	1 (2.3)	23 (53.5)	7 (16.3)	2.74	1.152
EC ensures that the contractor delivers on agreed time	10 (23.3)	30 (69.8)	0	3 (6.9)	0	4.15	0.812
EC generates timely contract monitoring staged/phased reports on each contract	0	14 (32.6)	0	25 (58.1)	4 (9.3)	2.79	1.197
In case of amendment in time schedule for the contract, EC, suppliers and other stakeholders have to agree about it	6 (14)	32 (74.4)	0	5 (11.6)	0	4.15	0.801
EC communicates and shares information relating contract duration with its suppliers and other stakeholders as openly as possible	8 (18.6)	24 (55.8)	0	6 (14)	5 (11.6)	4.76	0.940
EC has well established contractor/supplier performance indicators	12 (27.9)	25 (58.1)	1 (2.3)	3 (7)	2 (4.6)	3.85	0.621
EC holds regular meetings to discuss information regarding contractor	14 (32.5)	26 (60.5)	0	3 (7)	0	4.92	0.473

performance							
The contract manager regularly collects contract performance information necessary for decision making	9 (20.9)	30 (69.8)	0	4 (9.3)	0	3.81	0.574
The commission has established data collection tools for each contract	10 (23.3)	29 (67.4)	0	4 (9.3)	0	3.97	0.685
Average Mean/ S.D						3.89	0.766

Source: Primary Data

The above table 4.7, explores contract monitoring at E.C and shows that contract monitoring is generally low as shown by the mean response of 3.89 and standard deviation of 0.766. On issue of whether contract reports are always prepared at EC and reviewed from time to time, most of the respondents agreed with a mean response of 3.27 and SD 0.495. Regarding the issue of whether EC always ensures that the contractor submits all the required documentation in accordance with terms & conditions of a contract, most of the respondents were in agreement with this issue with a mean response of 3.95 and SD 0.62. On issue of whether EC ensures that each contractor delivers on agreed time, majority respondents were in agreement with a mean response of 3.95 and SD 0.682. As to whether EC communicates and shares information relating contract duration with its suppliers and other stakeholders as openly as possible, most respondents supported this view with a mean response of 4.76 and SD 0.940. Pertaining to the issue of holding regular meetings to discuss information regarding contractor performance, most of the respondents agreed with the issue. This is shown by the mean response of 4.92 and SD 0.473. Regarding whether the contract manager regularly collects contract performance information necessary for decision making, majority respondents were in agreement. This is indicated by the mean response of 3.81 and SD 0.574. As for the commission having established data collection tools for each contract, most of the respondents agreed with a mean response of 3.97 and SD 0.685.

However, regarding issues such as whether EC has a reliable information system management to facilitate contract monitoring information follow and generating timely contract monitoring staged/phased reports on each contract, most of the respondents disagreed with mean responses of 2.79, SD 1.197 and 2.74, SD 1.152 respectively.

4.4.5 Correlation coefficient

In this section, Correlations were used. Specifically, Pearson correlation coefficient was used to establish the relationship existing between independent variable and dependent variable, value for money. The correlation was important in obtaining preliminary insights into the connection between the respective independent variable and DV, value for money.

4.4.5 Contract implementation plan and value for money

Only two variables-contract implementation plan and value for money were included in the relationship while hypothesis testing was done using a simple linear regression. Table 4.8 below presents the Pearson correlation coefficient.

Table 4. 8: Pearson Correlation Coefficient (Contract implementation plan and value for money)

		Correlations	
		Contract Implementation Plan	Value for Money
Contract Implementation Plan	Pearson Correlation Sig. (2-tailed)	1	.651** .001
Value for Money	N Pearson Correlation Sig. (2-tailed)	43 .651** .001	43 1
	N	43	43

** . Correlation is significant at the 0.01 Sig level (2-tailed).

From table 4.8 above, the relationship between contract implementation plan and value for money is positive, strong at 0.651 and statistically significant at 0.001. The two stars next to 0.651** show a very significant correlation. This shows that there is a very strong relationship between contract implementation plan and value for money.

4.4.5.2 Contract administration and value for money

Only two variables-contract administration and value for money were included in the relationship because hypothesis testing adopted a simple linear regression. Table 4.12 below presents the Pearson correlation coefficient.

Table 4.9: Pearson Correlation Coefficient (Contract administration and value for money)

Correlations

		Contract Administration	Value for Money
Contract Administration	Pearson Correlation	1	.674**
	Sig. (2-tailed)		.000
	N	43	43
Value for Money	Pearson Correlation	.674	1
	Sig. (2-tailed)	.000	
	N	43	43

**Correlation is significant at the 0.01 level (2-tailed).

From the above table, the relationship between contract administration and value for money is positive, strong at 0.674 and statically significant at 0.000. The two stars next to 0.674**

indicate a very significant correlation. This means that there is a very strong relationship between contract administration and value for money.

4.4.5.3 Contract Monitoring and Value for Money

Only two variables-contract monitoring and value for money were incorporated in the relationship because hypothesis testing exploited a simple linear regression. Table 4.10 below presents the Pearson correlation coefficient.

Table 4.10: Pearson Correlation Coefficient (Contract Monitoring and Value for Money)

		Correlations	
		Contract Monitoring	Value for Money
Contract Monitoring	Pearson Correlation	1	.687**
	Sig. (2-tailed)		.000
	N	43	43
Value for Money	Pearson Correlation	.687	1
	Sig. (2-tailed)	.000	
	N	43	43

**Correlation is significant at the 0.01 level (2-tailed).

From the above table, the relationship between contract monitoring and value for money is positive, strong at 0.687 and statistically significant at 0.000. The two stars next to 0.687** indicate a very significant correlation. This demonstrates that there is a very strong link between contract monitoring and value for money.

4.4.6 Test of Hypothesis

In testing hypothesis the researcher used the null hypothesis and alternative hypothesis, then after testing rejects one and upholds the other.

4.4.6.1 Contract implementation plan and value for money

The first hypothesis (H1) of this study is; contract implementation plan has a positive effect on value for money at EC. To test this hypothesis, a null hypothesis (H0) was derived; contract implementation plan does not have a positive effect on value for money at EC. In testing this hypothesis, simple linear regression was adopted because the relationship between the variables was linear and the independent variable can be used to predict the value of dependent variable. However, before testing the hypothesis, a regression model summary was first presented in table 4.11 below to show the R Value, R square and Adjusted R Value of the regression model as well as standard error of estimate.

Table 4.11: Regression Model Summary (Contract implementation plan and value for money)

Model	R	R Square	Adjusted R Square	Std. Error of estimate
1	0.651 ^a	0.424	0.328	2.8234

a. Predictors (constant), Contract Implementation Plan

b. Dependent variable, Value for Money

From the above table, R value shows the direction and degree of the effect of contract implementation plan. R value is high at 0.651 and positive. Thus the relationship between contract implementation plan and value for money is linear and statistically significant. R square (0.424), the coefficient of determination is the squared value of simple linear regression correlation coefficient. This means that 42% variability in value for money is explained by contract implementation plan.

Table 4.12 below summaries the coefficients of determination on effect of contract implementation on value for money and tests the first hypothesis.

Table 4. 12: Coefficients of Determination**Coefficients**

Model	Un standardized coefficients		Standardized coefficients	T	Sig.
	B	Std. Error	Beta		
1 (constant)	4.689	0.615		13.649	.001
Contract implementation plan	0.651	0.264	0.368	4.646	.001

a. Dependent variable: Value for money

Table 4.9 above indicates the coefficients of the regression line. In addition, it indicates the direction and strength of the effect of the regression coefficient. The effect of contract implementation plan on value for money is high and positive (0.651). Basing on the t-test (4.646) and p-value (0.001), it can be deduced that contract implementation plan has a positive, linear and statistically significant effect on value for money. Therefore, the null hypothesis (H_0); contract implementation plan does not have a positive effect on value for money is hereby rejected and the alternative hypothesis (H_1); contract implementation plan has a positive effect on value for money is upheld. This implies that contract implementation in form of setting objectives; setting strategies and outlining contracting tasks and schedules has a strong effect on value for money at EC.

The results from the above hypothesis testing agree with those from the interviews conducted as follows; Most of the respondents 18 (90%) out of 20 believed that there is a strong linkage between contract implementation plan and the budgets for Electoral Commission. One of the commissioners remarked;

“In order to ensure value for money as far as contract management is concerned, each contract manager together with his or her team is supposed to set clear objectives, draw schedules and strategies to achieve such objectives.”

It can therefore, be concluded that contract implementation plan in form of setting objectives, setting strategies and drawing schedules, has a great effect on value for money, which, answers the first objective; to establish the effect of contract implementation plan on value for money at EC.

4.4.6.2 Contract administration and value for money

The second hypothesis (H1) of the study is; contract administration significantly affects value for money at EC. To test this hypothesis, a null hypothesis (H0) was derived; contract administration does not significantly affect value for money at EC. In testing this hypothesis, simple liner regression was used. However, before testing the hypothesis, a regression model summary was first presented in table 4.13 below to show the R Value, R square and Adjusted R Value of the regression model as well as standard error of estimate. Table 4.13 below presents the regression model summary about contract administration and value for money

Table 4.13: Regression Model Summary^b

Model	R	R Square	Adjusted R Square	Std. Error of estimate
1	.674 ^a	.468	.386	2.6482

a. Predictors (constant): Contract Administration

b. Dependent variable: Value for Money

From table 4.13 above, R value indicates the direction and degree of the effect of contract administration and value for money. R value is high at 0.674 and positive. Thus the

relationship between contract administration and value for money is linear and statistically significant. R square (0.468), the coefficient of determination is the squared value of simple linear regression correlation coefficient. A variability in value for money of 46.8% is explained by contract administration.

Table 4.14 below summaries the coefficients of determination on effect of contract administration and value for money.

Table 4.14: Coefficients of Determination

Coefficients

Model	Un standardized coefficients		Standardized coefficients	T	Sig.
	B	Std. Error	Beta		
1 (constant)	4.768	0.674		14.449	.000
Contract administration	0.674	0.175	0.358	4.768	.000

a. Dependent variable: value for money

Table 4.19 above shows the coefficients of the regression line. In addition, it indicates the direction and strength of the effect of the regression coefficient. The effect of contract administration on value for money is high and positive (0.674). Basing on the t-test (4.768) and p-value (0.000), it can be summed up that contract administration has a positive, linear and statistically significant effect on value for money. Thus, the null hypothesis (H_0); contract administration does not significantly affect value for money is hereby rejected and the alternative hypothesis (H_1); contract administration significantly affects value for money is upheld. This means that contract administration in form of formal governance of the contract,

implementation procedure and termination/closeout of the contract are significant in enhancing value for money.

The results from the above hypothesis testing when compared with those From the interview (Table 4.20), majority of the respondents 13 (65%) out of a total of 20 agreed that having formal governance structure in place and implementation procedure which is clear to all stakeholders support effective contract administration process which results into ensuring value for money. Quoting the words of one of the members of the Procurement and Disposal Unit,

“One way of ensuring value for money during contract management process here at EC is establishing a formal governance structure through appointing a competent contract manager who takes care of contract governance issues as well as an implementation procedure without interference.”

From the analysis, it can therefore, be concluded that contract administration in form of formal governance of the contract, implementation procedure and termination of the contract greatly affect value for money.

4.4.6.3 Contract monitoring and value for money

The third hypothesis (H1) of this study is; there is a significant effect between contract monitoring and value for money at EC. To test this hypothesis, a null hypothesis (H0) was derived; there is no significant effect between contract monitoring and value for money. In testing this hypothesis, simple liner regression was used to test the effect of contract monitoring on value for money. However, before testing the hypothesis, a regression model summary was first generated as in table 4.15 below to show the R Value, R square and Adjusted R Value of the regression model as well as standard error of estimate.

Table 4.15: Regression Model Summary^b

Model	R	R Square	Adjusted R Square	Std. Error of estimate
1	.687 ^a	.487	.398	2.8483

a. Predictors (constant), Contract Monitoring

b. Dependent variable, Value for Money

From table 4.15 above, R value indicates the direction and degree of the effect of contract monitoring and value for money. R value is high at 0.687 and positive. Thus the relationship between contract monitoring and value for money is linear and statistically significant. R square (0.487), the coefficient of determination is the squared value of simple linear regression correlation coefficient. A variability in value for money of 48.7% is explained by contract monitoring.

The model further presents the coefficients of determination between contract monitoring and value for money. Table 4.16 below summarises the coefficients of determination

Table 4.16: Coefficients of Determination

Coefficients

Model	Un standardized coefficients		Standardized coefficients	T	Sig.
	B	Std. Error	Beta		
1 (constant)	4.879	.693		14.429	.000
Contract monitoring	0.678	.176	.363	4.864	.000

a. Dependent variable: value for money

Table 4.16 above indicates the coefficients of the regression line. In addition, it indicates the direction and strength of the effect of the regression coefficient. The effect of contract monitoring on value for money is high and positive (0.678). Basing on the t-test (4.864) and p-value (0.000), it can be concluded that there is a strong, linear and positive effect between contract monitoring and value for money. Thus, the null hypothesis (H_0); there is no significant effect between contract monitoring and value for money is hereby rejected and the alternative hypothesis (H_1); there is a significant effect between contract monitoring and value for money is upheld. This means that when contract monitoring in form of progressive reports, contract duration and contractor performance are attended to by the EC, value for money is ensured and the reverse is true when contract monitoring is neglected.

The results from the hypothesis testing when compared with those from the interview (table 4.20), most of the respondents 9 (45%) out 20 believed that making progressive reports and assessing contractor performance ensures better contract monitoring which in turn leads to attainment of value for money. As, one of the directors at the EC is quoted to have said of this,

“Reporting on progress and assessing contractor performance is a good practice in monitoring of projects. It creates mutual understanding between suppliers and our organisation, it has greatly improved our working relationship and we strongly look up to it for it as a measure to ensure value for money, which is reflected in most of our procurements here”

It can therefore, be summarised and deduced that contract monitoring greatly affects value for money at EC.

4.4.7 Multiple Regression Analysis

After using a simple linear regression to analyse the effect of each independent variable on the dependent, the study also used a multiple regression to establish the aggregated effect of all the three independent variables (contract implementation plan, contract administration and contract monitoring) on the dependent variable (value for money). Table 4.17 below presents correlations.

Table 4.17 Correlations coefficient

		Value for Money	Contract Implementation Plan	Contract Administration	Contract Monitoring
Pearson Correlation	Value for Money	1.000	.651	.674	.687
Pearson Correlation	Contract Implementation Plan	.651	1.000	.674	.687
	Contract Administration	.674	.651	1.000	
	Contract Monitoring	.687			1.000
Sig (2-tailed)	Value for Money		.001	.000	.000
	Contract Implementation Plan	.001		.000	
	Contract Administration	.000		.000	
	Contract Monitoring	.000			0.000
N		43	43	43	43

**Correlation is significant at the 0.01 level (2-tailed).

From the above table, the findings show that contract implementation plan has a positive coefficient of 0.651 and is statistically significant at 1% level of confidence and the p-value of 0.001. The results also indicate that contract administration has a positive coefficient of 0.674 and is statistically significant at 1% level of confidence and the p-value of 0.000. The

results further reveal that contract monitoring has a positive coefficient of 0.687 and is statistically significant at 1% level of confidence and the p-value of 0.000. A regression model summary was also generated and findings are presented in table 4.18 below.

Table 4.18 Model Summary

Model	R	R Square	Adjusted R Square	Std. Error of estimate
1	.681	.464	.554	2.01474

a. Predictors (constant), Contract Imp. Planning, Contract administration, Contract monitoring

From table 4.18 above, contract implementation planning, contract administration and contract monitoring explain 55.4% of the variation in value for money. This implies that 44.6% of the total variation was accounted for by other factors not considered for in this study. The study further presents the coefficients in table 4.19 below

Table 4.19 Coefficients

Coefficients

Model	Un standardized coefficients		Standardized coefficients	T	Sig.
	B	Std. Error	Beta		
1 (constant)	1.055	.119		.000	.0001
Contract Implementation Planning	.301	.045	.333	2.818	.001
Contract Administration	.298	.055	.342	1.990	.000
Contract Monitoring	.210	.061	.287	1.808	.000

a. Predictors (Constant), Contract Implementation Plan, Contract Administration, Contract Monitoring

b. Dependent variable: Value for Money

From table 4.19 above, value for money as a dependent variable is predicted by contract implementation plan, contract administration and contract monitoring as independent variables. The independent variables have positive and significant effect on value for money. Thus the beta coefficients of contract implementation plan 0.333, contract administration 0.342 and contract monitoring 0.287 indicate a positive effect on value for money. The analysis shows that the variation in value for money is determined and explained by a combination of contract implementation planning, contract administration and contract monitoring. The combination of the independent variables predicts 96.2% of the variation in value for money. The other 3.8% of the variation is predicted by other factors not considered in this study. The analysis further shows that contract administration predict the highest percentage (34.5%) of the variation in the value for money. This is followed by contract implementation plan with 33.3% and then contract monitoring 28.9%.

4.5 Qualitative analysis

The researcher conducted face-to-face interviews with the aim of triangulation. An interview guide (appendix 2) was used to collect qualitative data from commissioners, secretary, directors, PDU staff and contracts committee members who were in position to provide in-depth information through probing during the face-to-face interview. Their views were written down, however some of the interviewees, preferred anonymity. The table below summarizes interview responses from various respondents. Similar responses have not been duplicated.

Table 4.20: Interview responses

S/N	INTERVIEW QUESTION	SUMMARY OF INTERVIEWEE'S VIEWS OBTAINED	NUMBER
1.	What in your view is value for money?	Normally with value for money we aim at having a good, durable product at a low cost.	4
		Ensuring that EC funds are used appropriately in executing contracts/ acquiring supplies.	4
		Value for money basically refers to getting the desired product/item at a fair price and in time.	12
2.	Explain how EC ensures value for money during the contractual process?	Sometimes EC carry out on-site monitoring to ensure we attend to challenges as and of when they occur.	1
		Random inspections to ensure T&Cs are adhered too.	1
		One way of ensuring value for money during contract management process here at EC is establishing a formal governance structure through appointing a competent contract manager who takes care of contract governance issues as well as an implementation procedure without interference.	13
		Purchases are done within contracted price	1
		Conduct of regular surveys of market prices	1
		In order to ensure value for money as far as contract management is concerned, each contract manager together with his or her team is supposed to set clear objectives, draw schedules and strategies to achieve such objectives.	2
		PDU carries out extensive research to indicate cost saving on products through calculating whole life cost of products, sustainable procurement and planning to benefit from bundle purchases.	1
3.	Does EC review performance of contracts? If yes, explain how	Through Periodic contract performance reports	14
		By Scheduling Meetings with contractors	5
		I believe in reports about the performance of the contract but having phased reports is a tiresome activity, which does not necessarily give a true state of contract performance.	1
4.	In your capacity as a, is there a linkage between contract implementation plan, contract administration and contract monitoring and	Reporting on progress and assessing contractor performance is a good practice in monitoring of projects. It creates mutual understanding between suppliers and our organisation, it has greatly improved our working relationship and we strongly look up to it for it as a measure to ensure value for money.	9

	the budget of EC? If yes, explain how	For any project to be successful there is need to plan its implementation process first. Monitoring is always done according to plan and as the budget allows.	2
		The PPDA Act requires EC as a government entity to draw the contract implementation plan for purposes of monitoring the contract. And these have to be aligned with the resources available, so basically contract management goes hand in hand with budgeting.	9
5.	How and at what stage of contract management are project supervisors appointed and how often do they report?	Immediately after contract award, They report periodically; weekly, monthly depending on duration of the contract and as directed by contracts committee.	14
		After award, In most cases the head of department of the user department takes on as project manager.	3
		Contract mangers are not always appointed, only on high value contracts or long-term contracts	3
6.	Comment on the relationship between EC and its suppliers/contractors	Usually it's a continuous relationship especially for routine products.	3
		We have a good working relationship	5
		All our suppliers are documented so we usually know who is good at what.	2
		Close relationship	8
		There is Mutual understanding	2
	N (total number of respondents)		20

Source: Primary Data

CHAPTER FIVE

SUMMARY, DISCUSSION, CONCLUSION, RECOMMENDATIONS AND SUGGESTIONS

5.1 Introduction

The study set out to establish the effect of contract management on value for money at Electoral Commission head office, Uganda. Contract management was conceptualised as contract implementation plan (setting objectives, setting strategies and defining tasks and schedules), contract administration (formal governance of the contract, implementation procedure and termination) and contract monitoring (progressive reports, contract duration and contractor performance). Value for money was broken into efficiency in service delivery, effectiveness in service delivery and economy in service delivery. This chapter, therefore, presents the summary, discussion, conclusion, recommendations and suggestions/further research areas.

5.2 Summary of the Findings

Contract management is critical in ensuring that Statutory Government Entities can handle the whole contract process, from planning, assessing the feasibility of contracting through implementation to monitoring, administration and evaluation-activities that necessitate strong government contracting capacity (Brown & Potoski, 2003; Kgioglou, Cooper & Aouad, 2001). This study is both quantitative and qualitative though the quantitative aspect is more pronounced. The study was undertaken to establish the effect of contract management on value for money at EC. The key summary of the findings show that;

Majority of the respondents agreed that contract implementation plan activities is high and strong at EC. This is justified by generally the mean response 4.026 and standard deviation of 0.556 in table 4.4. This implies that contract implementation plan in form of setting objectives, establishing strategies and defining contracting tasks and schedules are high at EC. From the correlational analysis, the findings also show that the relationship between contract implementation plan and value for money is positive, strong at 0.651 and statistically significant at 0.001. Thus each time the EC sets objectives, defines strategies and establishes tasks and schedules, value for money is enhanced.

The findings demonstrate that majority of the respondents agreed that contract administration activities is high and strong. This is warranted by generally the mean response of 3.62 and standard deviation of 0.71 in table 4.6. This shows that creating strong, formal governance, establishing implementation procedure and termination of a contract at the right time have a significant effect value for money. Correlational analysis discloses that the relationship between contract administration and value for money is positive, strong at 0.674 and statistically significant at 0.000. Hence, contract administration in form of formal governance, implementation procedure and contract termination/closeout play a significant positive role in enhancing value for money at particularly at EC head office.

The findings indicate that majority of the respondents agreed that contract monitoring activities are highly carried out at EC. This is vindicated by generally the mean response of 3.89 and standard deviation of 0.766 in table 4.7. This therefore, suggests that contract monitoring inform progressive reports, observing contractual duration and contractor performance significantly affects value for money. The findings further disclose that the

effect of contract monitoring is high and positive (0.676) with the t-test (4.617) and p-value (0.000). In addition, R value is high at 0.687 and positive. Thus contract monitoring significantly affects value for money.

Findings further revealed that, contract management positively and significantly affects value for money at E.C with R square value 64%, and Sig. value 0.000 (refer to Table 4.17).

The implication of the findings thus, is that there is a positive, strong and statistically significant relationship between contract management and value for money.

5.3 Discussion

In this section, the researcher discusses the findings of the study. The discussion cross references the findings of other scholars on contract management with a view of discovering agreement and disagreement between the study findings and those of other scholars. The findings of this study are discussed below;

5.3.1 The effect of contract implementation plan on value for money

The findings reveal that Majority of the respondents agreed that contract implementation plan activities are practiced highly and strongly at EC. This is justified by generally the average mean response of 4.026 and standard deviation of 0.556 in table 4.4. In the study evidence was provided concerning the main indicators of contract implementation plan. That is setting objectives, setting strategies and defining contracting tasks and schedules. Earlier studies in other contexts indicate that setting objectives greatly compliments contract management. These were echoed in issues such as a contract manager/supervisor preparing a contract implementation plan which is approved by the contracts committee, contract implementation plans being clearly defined according to implementation objectives, a contract manager/supervisor always setting objectives to guide contract implementation and planned contract objectives being clearly linked to financial budgets.

The evidence above concurs with the works of Odhiambo and kamau, 2013, which stresses the importance of setting clear objectives for contract implementation.

The findings also exhibit a strong importance between setting strategies and contract implementation plan. This is reflected in activities of a contract manager/supervisor sets strategies for implementing a contract, whether strategies set for contract implementation are made known to other stakeholders, whether strategies for contract implementation are clear to everyone and whether a contract supervisor in agreement with the contractor always prepares a schedule of activities to be followed during contract implementation. The mean response and standard deviation of the above activities ranges from 3.54 to 4.36 and standard deviation of 0.541 to 0.482. These findings thus agree with Nucharee (2009) and Arrow et al. (2000) that setting strategies in contract implementation plan helps to promote contract management and consequently ensuring value for money.

The evidence presented on establishing tasks and schedules during contract implementation plan generally indicates a strong relationship between defining tasks and schedules and value for money. Most of the items on tasks and schedules portray a positive relationship between establishing tasks and schedules. That is scheduled contract activities being able to follow specific time frames and all contract implementation scheduled activities being very clear to everyone.

5.3.2 The effect of contract administration on value for money

The evidence from the study exhibits that contract administration is an important area in enhancing value for money at EC. The findings indicate a positive and highly statistically

significant relationship. The current study findings support and echo well with the existing literature from Asiimwe (2013), OGC, 2014, Elsey (2007).

Specifically, contract governance in form of having an appointed contract manager (CM) from the user department for every contract awarded to oversee contract management process, proper segregation of duties of duties among contract stakeholders for effective contract management, having appropriate functional organizational structures are always laid down for effective management of awarded contracts and having additional committees that are usually constituted to supervise contract performance reveal a positive relationship with value for money. Their mean response and standard deviation indicate the significant contribution of contract governance to contract management process. That is 3.58 SD 0.575, 3.10 SD 0.795, 3.95 SD 0.582 and 3.74 SD 0.852 respectively.

The study also reveals that contract implementation procedure has a great contribution to contract management. For example, two out of three items in this dimension show high mean responses and low standard deviations. That is whether efforts are being made to always identify the different stakeholders to help in the contract management procedure with a mean response of 3.96 SD 0.621 and whether decisions on centralised roles are taken to guide contract performance with a mean response of 4.15 SD 0.621. This agrees with the findings of Kamarck (2002), Laurent (2000), Darshi (2001).

On the other hand, respondents disagree with one aspect of contract implementation procedure, which is whether decisions on decentralised roles taken at each level of contract management process are integrated together for effective contract administration procedure. The mean response is 2.79 SD 1.197.

The evidence from this study shows the need for contract termination in contract management. All the four items in this area show that contract termination/closeout

contributes to value for money. This is justified by the following items with mean responses that are high and low standard deviations. That is contracts are terminated due to poor performance and breach of contractual terms with a mean response of 4.16 SD 0.667, a contract manager/supervisor closes the contract when its duration comes to an end with a mean response of 3.04 SD 0.368, the contractor initiates the process for provisional acceptance to close out the contract with a mean response of 3.54 SD 0.808, and the contract supervisor always assesses the work and issues a certificate of provisional acceptance to close out the contract within 30 days after the application by the contractor with a mean response of 3.81 SD 0.724. The evidence presented concurs with Thai (2004), Garret and Rendon (2005) that proper contract termination or closeout is a big contributor to successful contract management.

5.3.3 Effect of contract monitoring and value for money

The study presents three forms of contract monitoring in relation to value for money. That is progressive reporting, contract duration and contractor performance. Progressive reporting was measured by whether contract reports are always prepared at EC and reviewed from time to time with a mean response of 3.67 SD 0.495, and whether EC always ensures that the contractor submits all the required documentation in accordance with terms and conditions of a contract with a mean response of 3.95 and SD of 0.683. The findings therefore agree with Handfields et al. (2005), which contend that progressive reporting in contract monitoring has a strong relationship with value for money.

On the other hand however, one aspect of progressive reports shows a disagreement from respondents. That is, whether there is a reliable information system management to facilitate contract monitoring information flow with a mean response of 2.74 and a standard deviation

of 1.152. This was perhaps some reports may not be accurate depicting the real picture on ground as they are written for the sake of doing it.

In the study, most of the respondents believed that observing contract duration is a strong factor for contract monitoring. This is shown in the mean response and standard deviation on three out of the four items in this dimension. That is whether the EC ensures that the contractor delivers on agreed time with a mean response of 4.15 and SD 0.801, whether in case of amendment in time schedule for the contract, EC, suppliers and other stakeholders have to agree about it with a mean response of 4.15, SD 0.801 and whether the EC communicates and shares information relating contract duration with its suppliers and other stakeholders as openly as possible with a mean response of 4.76, SD 0.940. This means that observing contract duration has a high relevance for contract monitoring.

However, on whether the EC generates timely contract monitoring staged/phased reports on each contract, most of the respondents disagreed with a mean response of 2.79, SD 1.197. This is supported by the words of one of the contracts committee members, who said of this,

“I believe in reports about the performance of the contract but having phased reports is a tiresome activity, which does not necessarily give a true state of contract performance. It is better to have one final report.”

The evidence from the study shows that contractor performance is critical for contract monitoring. In particular, having well established contractor/supplier performance indicators, holding regular meetings to discuss information regarding contractor performance, regularly collecting contract performance information necessary for decision making and having established data collection tools for each contract. On all the above four items on contractor

performance, all respondents believed that contractor performance is critical during contract monitoring. This is justified by the mean response and standard deviation of 3.85, SD 0.621, 4.92 SD 0.473, 3.81 SD 0.574 and 3.97 SD 0.685 respectively.

The findings therefore support Clarke (2014), Laryea and Hughes (2010), Humphreys et al. (2007) who believe that having standards for contractor performance greatly enhances value for money.

5.4 Conclusions

The study set out to establish the effect of contract management on value for money at EC head office. The study scrutinised different dimensions of contract management; contract implementation plan, contract monitoring and contract administration as well as the dimensions of value for money that is efficiency in service delivery, effectiveness in service delivery and economy in service delivery. The study was a case study design. Data was collected from EC (commissioners, directors, management team, Secretary & procurement and disposal unit and contracts committee). Data was analysed. The conclusions of the study findings are presented.

Using a structured questionnaire and face to face interview as data collection tools, data on the issues of interest were collected from 63 respondents who were drawn from above categorisation. The respondents were selected purposively because of the vast knowledge they had on issues being investigated that is commissioners, directors, secretary & procurement and disposal unit and contracts committee while others (management team) were first stratified in strata and later sampled at random to ensure that each element in the population had a known and independent chance to participate in the study (Mugenda and Mugenda, 2003; Amin, 2005).

In the study, analysis took different levels; first with descriptive statistics, followed by correlation and later regression analysis but also thematic analysis. The over-all pattern of the findings revealed that there is a positive, strong and high statistically significant effect between contract management and value for money.

More specifically, contract implementation plan in form of setting objectives, defining strategies and contracting tasks and schedules has a strong relationship with value for money.

Furthermore, the findings show that contract monitoring in form of progressive reports, contract duration and contractor performance positively affects value for money in statutory government entities.

The findings also indicate that the relationship between contract administration and value for money is very strong. This shows that creating strong, formal governance, implementation procedure and contract termination in contract management significantly affects value for money. Regression analysis discloses that the relationship between contract administration and value for money is positive, strong and statically significant. Thus, contract administration plays a significant positive role in enhancing value for money in statutory government entities particularly EC.

5.5 Recommendations

It is thus recommended on the basis of the above findings that;

Contract monitoring explains value for money by 67.8%. The study therefore, recommends that the contracts committee should regularly monitor the activities of all stakeholders in the contractual relationship to ensure no money is wasted in the process.

In the study, the issue of whether there is a reliable information system management to facilitate contract monitoring information follow, the findings revealed a negative response

from the respondents. The study thus recommends that electoral commission and other statutory government entities should endeavour to set up a strong and efficient information management system to be able to track the process of activities, store important information and retrieve it when necessary.

In the study, the issue of whether the EC generates timely contract monitoring staged/phased reports on each contract, most of the respondents were in disagreement. The study therefore, recommends that EC management and the contracts committee should put in place mechanisms to track contract management information on routine basis so that in case of any fault identified, a corrective action can be taken before money is wasted.

On the issue of whether decisions on decentralised roles taken at each level of contract management process are integrated together for effective contract administration procedure, the results indicate that most respondents were in disagreement. Thus the study recommends that responsible stakeholders in contract management at EC such the contracts committee, the contract managers and the user departments should ensure that they establish mechanisms of always putting together decisions taken at different stages of contract management. This will enable them to have update information on contract progress and avoid wastage of funds.

5.6 Suggestions/Areas for Further Reading

The study concentrated on EC head office, leaving out other statutory government entities. It is therefore, suggested that another study could be conducted to cover more statutory bodies, which would give a comprehensive picture about contract management in SGEs.

More study could be carried out on private firms in Uganda and establish how they handle issues of contracts. This would possibly give a broader view and government would draw some lessons. Even private firms would also draw some lessons from government procurement procedures and processes.

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APPENDICES

APPENDIX 1: QUESTIONNAIRE FOR MANAGEMENT TEAM

Dear Respondent,

I am Caroline Nabwato Veronica, a student of Kyambogo University pursuing a Master of Science in Supply chain degree at Kyambogo University. I am conducting a study on the topic: CONTRACT MANAGEMENT AND VALUE FOR MONEY IN STATUTORY GOVERNMENT ENTITIES: A CASE STUDY OF ELECTORAL COMMISSION, UGANDA as a partial fulfilment of the requirement for the award of a Master of Science degree. I kindly request you to spare a few minutes to complete this questionnaire. The information given will strictly be treated with confidentiality and for academic purposes. Thank you.

SECTION A: BACKGROUND INFORMATION

Please tick or circle the most appropriate

1. Age

18-27yrs () 28-37yrs () 38-47yrs () 48-57yrs () 58 & above ()

2. Sex Male () Female ()

3. Highest Level of Education

Certificate () Diploma () Degree () Masters () PHD ()

4. Marital Status

Single () Married () Divorced () Widowed ()

5. Duration of Service

1-5 yrs () 6-10 yrs () 11-15 yrs () 16 & above ()

SECTION B CONTRACT MANAGEMENT

From 1-35, tick or circle the numbers that best indicate your opinion on the questions using the scale below

Scale	5	4	3	2	1
	Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree

CONTRACT IMPLEMENTATION PLAN	5	4	3	2	1
1. A contract manager/supervisor prepares a contract implementation plan which is approved by the contracts committee					
2. Contract implementation plans at EC are clearly defined according to implementation objectives					
3. A contract manager/supervisor always sets clear objectives to guide contract implementation					
4. Planned contract objectives are clearly linked to financial budgets					
5. A contract manager/supervisor sets strategies for implementing a contract					
6. Strategies set for contract implementation are made known to other stakeholders					
7. Strategies for contract implementation are clear to every one					
8. A contract supervisor in agreement with the contractor always prepares a schedule of activities to be followed during contract implementation					
9. Scheduled contract activities follow specific time frames					
10. All contract implementation scheduled activities are very clear to everyone					
CONTRACT MONITORING	5	4	3	2	1
11. Contract reports are always prepared at EC and reviewed from time to time					
12. EC always ensures that the contractor submits all the required documentation in accordance with terms & conditions of a contract					
13. There is a reliable information system management to facilitate contract monitoring information follow					
14. EC ensures that the contractor delivers on agreed time					

15. EC generates timely contract monitoring staged/phased reports on each contract					
16. In case of amendment in time schedule for the contract, EC, suppliers and other stakeholders have to agree about it					
17. EC communicates and shares information relating contract duration with its suppliers and other stakeholders as openly as possible					
18. EC has well established contractor/supplier performance indicators					
19. EC holds regular meetings to discuss information regarding contractor performance					
20. The contract manager regularly collects contract performance information necessary for decision making					
21. The commission has established data collection tools for each contract					
Contract Administration	5	4	3	2	1
22. EC appoints a contract manager (CM) from the user department for every contract awarded to oversee contract management process					
23. There is proper segregation of duties of duties among contract stakeholders for effective contract management					
24. Appropriate functional organizational structures are always laid down for effective management of awarded contracts					
25. Additional committees are usually constituted to supervise contract performance					
26. Efforts are made to always identify the different stakeholders to help in the contract management procedure					
27. Decisions on decentralised roles taken at each level of contract management process are integrated together for effective contract administration procedure					
28. Decisions on centralised roles are taken to guide contract performance					
29. Contract are terminated due to poor performance and breach of contractual terms					
30. A contract manager/supervisor closes the contract when its duration comes to an end					
31. The contractor initiates the process for provisional acceptance to close out the contract					
32. The contract supervisor always assesses the work and issues a certificate of provisional acceptance to close out the contract within 30 days after the application by the contractor					

SECTION C: VALUE FOR MONEY

From 1-9, tick or circle the numbers that best indicate your opinion on the questions using the scale below

Scale	5	4	3	2	1
	Strongly Agree	Agree	Not Sure	Disagree	Strongly Disagree

1	EC has realised a reduction in unit cost in the delivery of its mandate as a result of contract management	5	4	3	2	1
2	Contracts are always executed within contract price of the bidder					
3	The materials used in the user departments are always produced at the right price					
4	The materials used in the user departments are procured in the right amount					
5	The commission always contracts suppliers who have the technical expertise to produce desired results					
6	EC has competent staff who supervise contract performance					
7	Deliverables conform to product specifications/statement of requirements					
8	The contractors at EC are always consistent in delivering intended results					
9	EC always procures with those contractors whose services meet set specifications over time					

APPENDIX 2: INTERVIEW GUIDE FOR COMMISSIONERS, SECRETARY AND DIRECTORS, PDU STAFF AND CONTRACTS COMMITTEE.

1. What in your view is value for money?
2. Explain how EC ensures value for money during the contractual process?
3. Does EC review performance of contracts? If yes, explain how
4. In your capacity as a, is there a linkage between contract implementation plan, contract monitoring and contract administration and the budget or EC? If yes, explain how
5. How and at what stage of contract management are project supervisors appointed and how often do they report?
6. Comment on the relationship between EC and suppliers/contractors