

Date of issue: Wednesday, 13 July 2022

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| MEETING | OVERVIEW & SCRUTINY COMMITTEE (Councillors Gahir (Chair), Matloob (Vice-Chair), Akbar, Bal, Basra, Kaur, M. Malik, S. Malik and Strutton) |
| DATE AND TIME: | THURSDAY, 14TH JULY, 2022 AT 6.30 PM |
| VENUE: | COUNCIL CHAMBER - OBSERVATORY HOUSE, 25 WINDSOR ROAD, SL1 2EL |
| DEMOCRATIC SERVICES OFFICER: (for all enquiries) | NICHOLAS PONTONE 07749 709 868 |

SUPPLEMENTARY PAPERS

The following Papers have been added to the agenda for the above meeting:-

* Items 4 and 5 were not available for publication with the rest of the agenda.

PART 1

| <u>AGENDA ITEM</u> | <u>REPORT TITLE</u> | <u>PAGE</u> | <u>WARD</u> |
|------------------------|---------------------------------|-------------|-------------|
| 4. | Budget Process Update | 1 - 8 | All |
| 5. | Contract Management/Procurement | 9 - 32 | All |

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OVERVIEW AND SCRUTINY – KEY LINES OF ENQUIRY**Overview and Scrutiny – Budget Proposals****A Framework for Review**

In overall terms effective overview and scrutiny should:

- provide constructive ‘critical friend’ challenge
- amplify the voices and concerns of the public
- be led by independent people who take responsibility for their role
- drive improvement in public services

Budget management in context

- 1.1 Whilst this note focuses on the review of budget savings proposals budget management success is strongly influenced by what has happened during the year in terms of budget monitoring, variances from budgets that have arisen in year, explanations provided, risk and mitigations, the Council’s overall financial position and context. The latter of course is well known in Slough and exceptional in scale and magnitude due to the lack of accounts, a permanent finance team, the value of asset sales required as well as annual budget savings and the wide range of related financial challenges
- 1.2 In this way, the review of budget savings proposals should be seen as part of a continuum rather than a distinct phase.

The framework

- 1.3 The key activities to be undertaken under each of the 6 budget areas are shown in Appendix A. The numbering is not intended to indicate that the activities should be executed in a sequential manner. Indeed, many of the areas and activities are relevant throughout the process.
- 1.4 Appendix A – is a Key Lines of Enquiry Template that may be useful in focusing the Committee’s questions and evidence gathering. Note that the completion of such a questionnaire is in itself one line of enquiry that should be supported by other activities such as visits to other Councils or organisations, research on best practice activity in Local Government and other sectors, and, peer to peer discussions.

The Action

- 1.5 It is proposed that the budget savings for 2023/24 will be tabled in October/November and if necessary January 2023 also

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| BUDGET MANAGEMENT | | |
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| Area 1: Overall | | |
| Key questions | Evidence | Conclusions/ Recommendations |
| 1.1 Review all business cases, savings action plans and EIAs – review the construction of the budget in the first instance and then the detail of the business cases / savings plans ie start with issues such as assessment of demand, pressures, risks and mitigations | | |
| 1.2 Fundamentally are the savings proposed deliverable to the value quoted in the timescale indicated and supported by robust plans. | | |
| 1.3 If there are any risks what are the plan Bs to provide this value of saving in this timeframe – there will always be risks – the initial question is ‘what are the risks and how are they being mitigated’ then asking for Plan B is fine | | |
| 1.4 What are the key risks and were they adequately considered and mitigated. Thus providing greater confidence in the savings being put forward | | |
| 1.5 Consider the performance of the service and what the impact will be on it due to the suggested saving – is a service is high performing (how has the service assessed this – what comparisons to other authorities), whilst the performance level may drop, which may still be acceptable, especially in the current circumstances | | |

| BUDGET MANAGEMENT | | |
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| Area 2: Policy | | |
| Key questions | Evidence | Conclusions/ Recommendations |
| | | |
| 2.1 How was this saving proposal determined | | |
| 2.2 How openly, transparently and consultatively was this undertaken | | |
| 2.3 What are the aims and intended impacts. | | |
| 2.4 How does it fit with other policies | | |
| 2.5 Has appropriate account been take of the impact on individuals groups, organisations | | |
| 2.6 Are the aims specific enough to allow them to be tracked | | |
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| BUDGET MANAGEMENT | | |
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| Area 3: Strategy | | |
| Key questions | Evidence | Conclusions/ Recommendations |
| 3.1 What other options were looked at and what is the evidence | | |
| 3.2 What does the Equality Impact Assessment show | | |
| 3.3 Will this result in cost shunt | | |
| 3.4 How does the budget address/manage public expectation in relation to service delivery? | | |
| 3.5 Have all relevant organisations been consulted and their views adequately addressed? | | |
| 3.6 Are the draft service budgets focused on corporate/service objectives and priorities? | | |
| 3.7 Does the budget support the Medium Term Financial Strategy? | | |
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| BUDGET MANAGEMENT | | |
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| Area 4: Delivery | | |
| Key questions | Evidence | Conclusions/ Recommendations |
| 4.1 Is the saving cost effective | | |
| 4.2 Have anticipated financial and other risks been taken into consideration and will they be effectively managed? | | |
| 4.3 Does Slough have the skills to deliver them | | |
| 4.4 Is the delivery plan realistic | | |
| 4.5 Is there a clear timescale with milestones | | |
| 4.6 How will delivery be project managed and monitored | | |
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| BUDGET MANAGEMENT | | |
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| Area 5: Implementation | | |
| Key questions | Evidence | Conclusions/ Recommendations |
| | | |
| 5.1 Is suitable programme/project management/governance in place | | |
| 5.2 Are the right skills and capacity in place | | |
| 5.3 Are stakeholders engaged | | |
| 5.4 Has a communications plan been drawn up | | |
| 5.5 What is the anticipated impact of the budget decisions in relation to performance? | | |
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| BUDGET MANAGEMENT | | |
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| Area 6: Monitoring | | |
| Key questions | Evidence | Conclusions/ Recommendations |
| | | |
| 6.1 What approach is being taken to monitoring | | |
| 6.2 Have metrics been agreed | | |
| 6.3 Have they been organised | | |
| 6.4 Is there an appropriate governance structure for budget monitoring and reporting? | | |
| 6.5 How are alternative options considered if plans go off track? | | |
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OVERVIEW AND SCRUTINY – KEY LINES OF ENQUIRY**Overview and Scrutiny – Commercial and Contract Management****A Framework for Review**

In overall terms effective overview and scrutiny should:

- provide constructive ‘critical friend’ challenge
- amplify the voices and concerns of the public
- be led by independent people who take responsibility for their role
- drive improvement in public services

Contract management in context – effect of tendering/contract award phase

- 1.1 Whilst this report focuses on the operational phase of the contract, contract management success and the activities undertaken are strongly influenced by what has happened during the tendering/contract award phase, in terms of both ‘hard’ outputs, such as the terms and conditions that have been agreed, and the type of relationship between customer and supplier that has been established during the tendering/contract award phase.
- 1.2 In this way, the tendering/contract award phase/contract management phase should be seen as a continuum rather than distinct phases, with contract management planned from the start of the procurement process.
- 1.3 A key issue for Scrutiny to consider is what thought went into the initial procurement phase to ensure the end contract would deliver the outcomes needed (ie, what the specification was, what the KPIs are) – and then look at the contract management activity to determine what processes have been put in place to monitor performance, what action is being taken where delivery is not what was expected, what learning is being derived from the process to ensure any lessons are fed into next procurement activity

The framework

- 1.4 The key activities to be undertaken under each of the 11 contract management areas are set out below and in Appendix A. The numbering is not intended to indicate that the activities should be executed in a sequential manner. Indeed, many of the areas and activities are relevant throughout the contract management phase.
- 1.5 Not all of the 11 areas are equally relevant to all contracts. Generally, the more developmental and strategic areas and activities (areas 8 to 11) become increasingly important the higher the contract risk and the greater the opportunity to add value.
- 1.6 Appendix A – is a Key Lines of Enquiry Template that may be useful in focusing the Committee’s questions and evidence gathering. Note that the completion of such a questionnaire is in itself one line of enquiry that should be supported by other activities such as visits to other Councils or organisations, research on best practice activity in Local Government and other sectors, and, peer to peer discussions.

Figure 1

The good practice contract management framework



Source: National Audit Office

The Action

- 1.6 It is suggested that to take this forward the Committee selects one contract per service area and initially interviews in connection with each one:
- Service lead
 - Senior lead
 - Finance lead
 - Procurement lead
 - Risk management lead

| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Structure and resources | | |
| Area 1: Planning and governance | Preparing for contract management and providing oversight | |
| Key questions | Evidence | Conclusions/ Recommendations |
| 1.1 There is a planned transition from the tendering/contract award phase to the contract management phase, and a handover to contract manager; the cost of contract management is included in the business case and budget | | |
| 1.2 Contract ownership is clear, with the budget holder, senior responsible owner (SRO), and contract manager clearly defined; there is continuity of governance as far as possible. | | |
| 1.3 There are well defined processes and a clear contract management plan, with a focus on outputs and a 'whole life' approach to performance | | |
| 1.4 Overall ownership of contract management across the organisation is clear, with a 'contract management senior responsible owner' with responsibility for driving organisation-wide contract management performance | | |
| 1.5 Contract management processes are aligned with, among others, wider organisational governance processes, operational boards, and risk structures | | |
| 1.6 Contract management issues and performance are reported through the governance structure with senior level engagement | | |
| 1.7 Regular assessment and evaluation takes place to ensure that the cost of contract management activities is justified and proportionate to the benefits obtained. | | |
| 1.8 Knowledge management is embedded, capturing key data and lessons from | | |

OVERVIEW AND SCRUTINY - KEY LINES OF ENQUIRY TEMPLATE

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| contract management process and experience both within the organisation and more widely. | | |
| 1.9 Professional contract management guidance is developed, or identified from external sources, and made available to contract managers. | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
| Structure and resources | | |
| Area 2: People | Ensuring the right people are in place to carry out the contract management activities | |
| Key questions | Evidence | Conclusions/ Recommendations |
| The contract manager (or contract management team) | | |
| 2.1 The contract manager has continuity (ideally through involvement during the tendering/contract award processes) and a handover from the staff responsible for the tendering/contract award. | | |
| 2.2 The contract manager has a detailed knowledge of the contract and other relevant issues, such as service level agreements, and ongoing supplier performance | | |
| 2.3 The contract manager has the appropriate skills (both specific contract management skills and more general commercial awareness and expertise), with access to relevant training and development. Experienced contract managers are utilised on key contracts. | | |
| 2.4 Contract managers have accurate job descriptions, roles are positioned at an appropriate level and | | |

OVERVIEW AND SCRUTINY - KEY LINES OF ENQUIRY TEMPLATE

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| salary, and there is a career path for contract management staff. | | |
| 2.5 Contract managers have clear objectives and reporting lines and their performance is managed through reviews and appraisals. | | |
| 2.6 The contract manager has appropriate delegated authority to manage the contract effectively | | |
| Wider staff issues | | |
| 2.7 Balanced contract management teams are brought together, with an appropriate range of skills; the teams may vary in composition over the life of the contract to meet specific needs | | |
| 2.8 Contract management is adequately resourced, in proportion to the importance of the contract (primarily but not exclusively its cost), and there are enough staff to carry out the required activities | | |
| 2.9 The organisation has a contract management 'community' allowing contract managers to share good practice. The community also plays a role in the wider government contract management/ procurement community. | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Structure and resources | | |
| Area 3: Administration | Managing the physical contract and the timetable for making key decisions | |
| Key questions | Evidence | Conclusions/ Recommendations |
| 3.1 Hard copy contracts are stored and logged, and are easily accessible when required; for complex contracts, a summary and/or contract operations guide is produced. | | |
| 3.2 Contract management software is used for recording key information, to give, for example, search capability; relevant ongoing contract management information and documentation is retained and managed. | | |
| 3.3 There are mechanisms in place for identifying key contract 'trigger points', such as notice periods. | | |
| 3.4 There is regular and ad hoc reporting of contract management information. | | |
| 3.5 There are mechanisms in place for handling administration around contract closure or termination. | | |
| 3.6 The customer considers the cost of contract management activities to the supplier, and the cost is proportionate to the contract size and risk. | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Delivery | | |
| Area 4: Managing relationships | Developing strong internal and external relationships that facilitate delivery | |
| Key questions | Evidence | Conclusions/ Recommendations |
| Roles and responsibilities | | |
| 4.1 The contract manager understands his/her own role and has clear visibility of well-structured roles and responsibilities on the supplier side. | | |
| 4.2 The respective responsibilities of the contract manager and the supplier are clear, and potentially defined in a 'joint statement of intent' or similar document. | | |
| Continuity and communications | | |
| 4.3 Continuity of key supplier staff is desirable (ideally through involvement during the sales process); where this cannot be achieved, there is a handover from the staff responsible for the tendering process. | | |
| 4.4 Both regular structured and informal communication routes between the contract manager and supplier are open and used; customer and supplier staff are co-located where appropriate. | | |
| 4.5 Users are given clear expectations and an understanding of the contract and the services/ performance to be delivered (for example, through newsletters or briefings). | | |
| 4.6 Communications between the contract manager, supplier and other stakeholders (users of | | |

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| <p>the contract and others such as technical experts) are effective; and stakeholders are involved in contract management processes where appropriate.</p> | | |
| <p>4.7 Problem resolution processes are well defined and used, and are designed to ensure minor problems do not escalate and cause relationship issues; a 'blame culture' is avoided (for example, through the use of a 'relationships charter' or similar document).</p> | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Delivery | | |
| Area 5: Managing performance | Ensuring the service is provided in line with the contract | |
| Key questions | Evidence | Conclusions/ Recommendations |
| Service delivery | | |
| 5.1 Service management is well structured; baselines are understood by both parties, and suppliers understand the service they are required to deliver. The contract manager ensures that the customer organisation provides the supplier with the information and contacts needed to deliver the service. | | |
| 5.2 A performance management framework is in place when the contract is signed. The framework is comprehensive, objective and provides incentives for the supplier to meet or exceed agreed performance standards. | | |
| 5.3 Service levels agreements are in place, and are linked to business needs, understood by the supplier, and monitored by the contract manager and/or end users. | | |
| 5.4 Supplier performance is assessed using clear, objective and meaningful metrics, linked where | | |

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| appropriate to the Office of Government Commerce's 'Common Assessment Framework' for monitoring suppliers. | | |
| 5.5 Reporting is as far as possible on a focused, 'by exception' basis, with supplier self-measurement and reporting where appropriate but with independent checking mechanisms to alert the customer to performance issues (for example, user feedback). | | |
| 5.6 Clear processes are in place to handle operational problem resolution and resolve issues as quickly as possible. | | |
| 5.7 Where appropriate, user compliance with the contract is monitored and managed to ensure maximum operational effectiveness and value for money. | | |
| Feedback and communications | | |
| 5.8 Regular and routine feedback is given to suppliers on their performance. | | |
| 5.9 There are clear contact points for service users both within the supplier organisation and with the contract manager. Users understand what the contract is intended to deliver, and are involved in the assessment of supplier performance where relevant. Users understand escalation routes where issues arise. | | |
| 5.10 Changes in user requirements are captured and considered as part of formal change and contract management processes. | | |
| 5.11 There are formal performance reviews with suppliers, with documented improvement plans agreed where necessary, covering both operational | | |

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| issues and adherence to key contractual requirements, for example, on data security | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
| Delivery | | |
| Area 6: Payment and incentives | Ensuring payments are made to the supplier in line with the contract and that appropriate incentive mechanisms are in place and well managed | |
| Key questions | Evidence | Conclusions/ Recommendations |
| Payment and budgets | | |
| 6.1 Payment mechanisms are documented and are clear and well understood by all parties (including incentives, penalties, and non standard charges). | | |
| 6.2 Payment processes are well defined and efficient; appropriate checks and authorisation processes are in place for paying invoices. | | |
| 6.3 The costs of the services delivered and contract management costs are mapped against budgets and allocated appropriately. | | |
| 6.4 Payment changes after the contract is let, for example from contract variations or benchmarking/ market testing, are made using contractual provisions and demonstrated to provide value for money. | | |
| Payment and incentive mechanisms | | |
| 6.6 Service credits or equivalent mechanisms are | | |

OVERVIEW AND SCRUTINY - KEY LINES OF ENQUIRY TEMPLATE

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| well managed and governed, and proportionate to supplier profitability. | | |
| 6.7 Where open-book or similar financial/pricing mechanisms are used, the process is managed professionally and fairly. | | |
| 6.8 The contract manager takes action where necessary to avoid the organisation being 'locked in' to onerous commercial terms throughout the contract period, such as price escalation or 'compulsory' maintenance payments | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Delivery | | |
| Area 7: Risk | Understanding and managing contractual and supplier risk | |
| Key questions | Evidence | Conclusions/ Recommendations |
| Processes and plans | | |
| 7.1 Contractual/supplier risk management is in place with clear responsibilities and processes, identification of who is best placed to manage risk, and supplier involvement where appropriate. | | |
| 7.2 Risks are formally identified and monitored regularly, with mitigating actions developed and implemented where possible, and 'obsolete' risks removed from consideration where appropriate. | | |
| 7.3 Escalation and reporting routes are in place for risk governance. | | |
| 7.4 Contingency plans are developed to handle supplier failure (temporary or long-term failure/default); exit strategies are developed and updated through the life of the contract. | | |
| Contractual terms | | |
| 7.5 Contractual terms around termination are understood and monitored by the contract manager. | | |
| 7.6 Contractual terms around warranties, indemnities and insurance are understood and | | |

OVERVIEW AND SCRUTINY - KEY LINES OF ENQUIRY TEMPLATE

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| monitored by the contract manager. | | |
| 7.7 Contractual terms around security and confidentiality are understood and monitored by the contract manager, particularly issues relating to the security/confidentiality of personal data. | | |
| 7.8 Dispute resolution processes are in place, including agreed adjudication procedures, mediation, and arbitration | | |
| Ongoing supplier risk management | | |
| 7.9 The contract manager monitors the supplier’s financial health and business performance (including through the use of credit rating agencies). | | |
| 7.10 The contract manager monitors the supplier’s compliance with contractual ‘non-performance’ issues (for example, on tax and sustainability targets) | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Development | | |
| Area 8: Contract development | Effective handling of changes to the contract | |
| Key questions | Evidence | Conclusions/ Recommendations |
| Change processes | | |
| 8.1 The contract is regularly reviewed (with a view to updating where necessary) to ensure it meets evolving business needs. | | |
| 8.2 Processes are in place that clearly lay out the governance of contractual change – who needs to approve what and how it will happen – with a focus on effective and prompt change implementation. | | |
| 8.3 There are clear processes for the management of minor changes and contract variations, with a focus on the cost/effort being proportionate to the importance and value of the change. | | |
| 8.4 There are more rigorous processes to handle major contractual changes, including clear approval mechanisms and accountabilities, and controls to demonstrate that changes offer value for money. | | |
| 8.5 Where appropriate, value for money testing of existing services takes place through benchmarking or other processes. | | |
| 8.6 There are processes to cover the introduction of new services under the contract, including | | |

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| market testing where necessary. | | |
| 8.7 Dispute handling processes are in place to handle change related issues | | |
| Processes for different types of change | | |
| 8.8 Both parties have a clear understanding of the arrangements for any extension of the contract (both scope and time) and related issues. | | |
| 8.9 Processes are in place to handle commercial (financial) changes to the contract in a fair and structured manner. | | |
| 8.10 Price changes are managed fairly and effectively with the use of mechanisms such as benchmarking, competitive tendering (for example, for major additional works), or other techniques such as open book pricing as appropriate, to test value for money. | | |
| 8.11 The rationalisation of specifications and demand management are considered as options to achieve better value for money. | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Development | | |
| Area 9: Supplier development | Improving supplier performance and capability | |
| Key questions | Evidence | Conclusions/ Recommendations |
| Processes | | |
| 9.1 Processes are in place that clearly set out how supplier development activities will be planned, managed and governed. | | |
| 9.2 Clear processes for benefits measurement and capture are in place to ensure that supplier development is focused on continuous improvement and achieving value for the customer organisation. | | |
| 9.3 The customer organisation understands what motivates and drives the supplier and how supplier development fits with the supplier's goals | | |
| Improvement activities | | |
| 9.4 Supplier operational performance improvement activities (for example, 'Lean' and '6-sigma'), with potential input or assistance provided by the customer organisation. | | |
| 9.5 Joint working or shared activities between the two parties for the benefit of both the supplier and customer (for example, process improvement, shared training, task forces or joint project teams). | | |
| 9.6 Supplier improvement activities relating to wider government initiatives, with input or | | |

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| assistance provided by the customer organisation (for example, on sustainability, disability employment issues, use of SMEs (Small and Medium Sized Enterprises) and BMEs (Black Minority Ethnic suppliers)). | | |
| 9.7 Shared risk reduction programmes or activities. | | |
| 9.8 Supply chain development activities (for example, the development of second/third tier supplier performance). | | |
| 9.9 Shared management activities (for example, supplier boards) to drive performance improvement. | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Strategy | | |
| Area 10: Supplier relationship management | Having a programme for managing and developing relationships with suppliers | |
| Key questions | Evidence | Conclusions/ Recommendations |
| 10.1 A supplier relationship management programme and structured with appropriate governance and senior ownership objectives | | |
| 10.2 A benefits realisation plan is in place for supplier relationship management; there is a clear sense of what value is to be generated for both parties. | | |
| 10.3 There is a focus on capturing innovation from the supplier where necessary or valuable. | | |
| 10.4 Knowledge management issues are addressed, including knowledge capture from suppliers. | | |
| 10.5 The supplier relationship management programme considers all the supplier's interactions across an organisation and on a pan-government basis, including work with the Office of Government Commerce. | | |
| 10.6 Board level supplier/customer organisation interfaces and relationships are planned and managed in line with overall supplier relationship management. | | |
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| COMMERCIAL AND CONTRACT MANAGEMENT | | |
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| Strategy | | |
| Area 11: Market management | Managing the wider market issues that impact on the contract, but lie beyond the supplier | |
| Key questions | Evidence | Conclusions/ Recommendations |
| 11.1 Processes are in place to evaluate and review of around delivering services in-house or outsourcing. | | |
| 11.2 Market intelligence is used to maintain an understanding of the market and of alternative suppliers (to inform benchmarking, contingency planning and re-competition strategies). | | |
| 11.3 The capacity and capability of potential suppliers is analysed, and linked to wider government analysis, for example, by the Office of Government Commerce | | |
| 11.4 There is ongoing evaluation of emerging technologies and practices, and identification of opportunities from both immediate and parallel market sectors. | | |
| 11.5 Market making is undertaken where appropriate to stimulate competition and ensure the requirements can be delivered by the market; there is an understanding of issues such as switching and bidding costs. | | |
| 11.6 A re-competition strategy and plan is put in place in a timely manner; the contract manager feeds into strategy development for the 'new' procurement. | | |

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