

Addis Ababa University
School of Commerce
Department of Project Management

**Assessment on the Practices of Project Contract Administration in Ethiopian Investment
Commission (As a case study of TTF Project)**

By
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**A Project Work Submitted to Addis Ababa University School of Commerce in Partial
Fulfillment of the Requirements for the Award of Master of Arts Degree in Project
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State of Declaration

I, Meron Tilahun, declare that this research entitle “Assessment on the Practices of Project Contract Administration in Ethiopian Investment Commission (As a case study of TTF Project)” is the outcome of my own effort study. All source of material used for this study have been duly acknowledge.

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Acknowledgement

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List of Acronyms

EIC : Ethiopian Investment Commission

EU: European Union

GoE: Government of Ethiopia

LAN: Local Area Network

SPSS: Statistical Package for Social Science

UK: United Kingdom

Abstract

This study identified the practice of project contract administration in Ethiopian Investment Commission. The research used descriptive research method. The data collection tools were interview and questionnaires. The sample size of the study was 26 individual who were selected through purposive sampling and the response rate was 100%. The sample size was selected through purposive sampling and a question with an item of 38 was distributed to the team member. The finding of the study revealed that there is lack of cooperation, no follow up on the deliverables, didn't involve the contractor to identify any problems that arises in the contract, no time management of possible problems, not control and manage contract variation and lack of technical skill on the team members. Generally, the result of the research confirmed that there is a problem in the contract administration practice in Ethiopian Investment Commission. Therefore, based on the findings team members are recommended to take trainings related with their qualification and position and also there is a need to participate the contractor in the contract administration practice, there is also a need to solve disputes on time that arises in the contract administration practice.

Key words: Contract administration, contract, practice, Ethiopia

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CHAPTER ONE

INTRODUCTION

1.1 Background of the Study

A contract is a written or oral legally-binding agreement between the parties identified in the agreement to fulfill the terms and conditions outlined in the agreement. A prerequisite requirement for the enforcement of a contract, amongst other things, is the condition that the parties to the contract accept the terms of the claimed contract. Historically, this was most commonly achieved through signature or performance, but in many jurisdictions – especially with the advance of electronic commerce - the forms of acceptance have expanded to include various forms of electronic signature. Contracts can be of many types, e.g. sales contracts (including leases), purchasing contracts, partnership agreements, trade agreements, and intellectual property agreements (Arrow Smith, 2004).

A sales contract is a contract between a company (the seller) and a customer that where the company agrees to sell products and/or services. The customer in return is obligated to pay for the product/services bought. A purchasing contract is a contract between a company (the buyer) and a supplier who is promising to sell products and/or services within agreed terms and conditions. The company (buyer) in return is obligated to acknowledge the goods / or service and pay for liability created (Willmott, 2009)

On the other hand, contract administration is a process that involves the process from when the contract is awarded to when the work is completed, payments have been made, all disputes have been resolved or the contract is terminated. Common contract administration practice include maintaining an updated form of the contract; controlling and managing contract variations; paying the contractor; managing assets; drafting reports; and terminating the contract (Cropper, 2008). Effective contract administration ensures that: strategic priorities agreed at the outset are delivered in a timely and cost effective manner, issues of non-compliance or variation are picked up early and either dealt with or appropriately escalated for resolution, costs and risk are managed appropriately, reviews are undertaken and lessons learnt fed back into the commissioning and procurement process to ensure continuous improvement (Martin, 2005).

Kongsong, et.al 2017 identifies that for a good contract administration an organization must ensure good preparation, the right contract and single business focus where each party needs to understand the objectives and business of the other. Contract administration ensure that the customer gets what is agreed, to the level of quality required. Further, relationship management to ensure mutual trust and understanding, openness, and excellent communications are critical. Continuous improvements in price, quality or service should be sought and, where possible, built into the contract terms. There must be people with the right interpersonal and management skills to manage these relationships on a peer-to-peer basis and at multiple levels in the organization. Clear roles and responsibilities should be defined, and continuity of key staff should be ensured as far as possible. Those involved in the contract administration must understand the business fully and know the contract documentation inside out. Contract administration usually requires some flexibility on both sides and a willingness to adapt the terms of the contract. Contracts should be capable of change. Good contract administration is not reactive, but aims to anticipate and respond to business needs of the future.

Ethiopia has been making progress in economic growth and positive changes are apparent in most parts of the country. Investor confidence is reflected by rapid progress in development and their participation in different sector. Though Ethiopia is adapting well to its recent development, there are several areas within the planning and operation of different projects (Almaz, 2016).

1.2 Background of the Project

The Government of Ethiopia (GoE) and European Union (EU) launched the Transformation Triggering Facility (TTF) project, which is aimed at promoting high value exports, import-substitution and expansion of investment. The promotion of domestic and foreign investment in primary sectors mandate was given to the Ethiopian Investment commission (EIC), former known as Ethiopian Investment Agency, to provide support service to domestic and foreign investors. To this effect, the EU funding was aim at increasing EIC's capacities to perform the role (EIC Report, 2017).

The research identified the practical contract administration practice on Ethiopian Investment Commission (EIC) as a case study of TTF project. Ethiopian Investment Commission (EIC) is a government organization established in 1992 to promote private investment, primarily foreign direct investment. It operates as a one-stop-shop to enhance prompt services with a function of:

pre and post investment services to investors; collect, analyze and disseminate information about investment opportunities; register and keep records of all technology transfer agreements relating to investments; initiate, organize and participate in investment promotional activities; negotiate and sign bilateral investment promotion and protection treaties with other countries and advise the government on policy measures needed to create an attractive climate for investors. The overall activities of the commission are supervised and followed up by the prime minister. Some of the major activities performed by EIC was providing information required by investors, receiving investment applications, approving and issuing investment permits, providing registration services to newly incorporated business organizations including notarization of memorandum and article of association, providing work permit to foreign employees, issuing trade and operating license to approved foreign investments, facilitating the acquisition of land by foreign investors, providing all other pre and post approval service to investors and promoting and facilitating foreign direct investment. (EIC Report, 2017).

In EIC there are different projects which aim at improving the service delivery quality of the organization. TTF is one of the projects that are implemented by EIC and funded by European Union (EU). The project purpose is to promote, encourage and facilitate private and foreign investments in Ethiopia and thereby its economic transformation. The project contract administration and supervision is done by Ethiopian Investment Commission (EIC). As per the project management plan the project was started on January 6, 2017. Accordingly, project kick off meeting was conducted on the same date. The project was completed on February 28, 2018 (EIC report, 2018).

1.3 Statement of the Problem

Organization in both the public and private sectors are facing increasing pressure to reduce costs and improve financial and operational performance. New regulatory requirements, globalization, increases in contract volumes and complexity have resulted in an increasing recognition of the importance and benefits of effective contract administration. Contracts administration, particularly, partnership, requires flexibility on both sides and a willingness to adopt the terms of the contract to reflect changing circumstances. It is important to recognize that problems are bound to arise which could not be foreseen when the contract was awarded (Pross, N. and Benon, C, 2004).

Effective contract administration is characterized by a team that has the necessary relevant qualifications, skills, knowledge and experiences for the job. It is also vital to clearly specify the roles and competencies involved in the contract administration process. The officials charged with the responsibility should be selected based on objective criteria so as to ensure they have the required technical knowledge as well as skills, such as, negotiation skills, cooperation skills, and communication skills (Uher & Davenport, 2009). The organizations need to invest in developing the functional and interpersonal skills of the staff they also confirmed the importance of contract administration to the success of the contract and for the relationship between customer and provider should not be underestimated.

Among the many problems faced regarding project contracting in Ethiopia; supervision, fewer bidders completion, lack of cooperation, use of jargon words on the contract, unrealistic timeline and budget, complexity of projects, exaggerated cost of project designs, unclear project scope, lack of transparency, difficulty in managing data, prolonged procurement and limited capacity of contractors were the major attributes (Almaz, 2012). Thus Ethiopia should look for mitigation mechanisms towards these problems from the experience of other countries and more solution findings research undertakings.

The purpose of the research on contract administration assessment was of good results from diverse perspectives mainly to assure the contract administration advantage to a successful project undertaking. Inflexibility, do not manage contract variation, payment delay, didn't update form of contract and ineffective contract termination identified as the major determinants in

relation to the contract administration system. This leaves the project success at stake to the extent of major disputes arising among the project stakeholders or worse, project failure.

The making of bilateral and national project contracting is central to the federal government and can have an enormous impact on national figures. Ethiopian investment commission is making both bilateral and national project contracting with both local and foreign institutions. The researcher was inspired to do on the contract administration of TTF project owned by Ethiopian Investment Commission (EIC) and which is funded by European Union (EU) as a partner organization. TTF project have six components or deliverables which are furniture, digitalization and data migration, promotional film, video/audio conference system, hardware, Local Area Network (LAN) and business email. This being noted the study is significant in which the binding agreement to EIC depend on the contracting where the project implementation was assessed.

In summary, the development of contract administration has many challenges and determinants which hinder for effective contract administration. Thus the researcher took this gap and conducted further discussion in the literature review section where limitations of contract administration are incorporated.

1.4 Research Question

The study regarding the practice of project contract administration address the following main question:

1. What are the determinants of effective contract administration practice in Ethiopian investment commission?
2. What are the major challenges that EIC faces in practicing contract administration?
3. How employee competence affect contract administration practice.
4. What are the prerequisite and post activities of contract administration done by EIC

1.5 Objective of the Study

The main objective of the study was to assess the practice of project contract administration in Ethiopian investment commission as a case study of TTF project.

The study's specific objectives included:

- I. To identify determinants of effective contract administration practice in Ethiopian investment commission
- II. To assess challenges in practicing contract administration in EIC
- III. To assess employee competence on contract administration practice.
- IV. To assess the prerequisite and post activities of contract administration done by EIC
- V. To make recommendations based on the findings of the research.

1.6 Significance of the Study

The study will benefit Ethiopian Investment Commission to check its contract administration process. It also serves as a guideline throughout the project implementation process of contract administration for other projects. So that it can benefit future contract administration practice. After completion of this study, one can understand the practice of contract administration in the case of TTF project which is implemented by EIC. Ethiopian Investment Commission will be benefited from the findings to check and assess its contract administration practice.

1.7 Delimitation/Scope of the Study

There are too many projects that are conducted by EIC, but the study selects TTF projects which are funded by European Union (EU) as a partner organization. To make the study to be achievable and to be more effective, the researcher delimited the study geographically in Addis Ababa in Ethiopian Investment Commission as case study of TTF projects was the only research case study chosen with time constraint consideration and project completeness factor. The scope is also limited to the extent of identifying, assessing and interpreting the practice of contract administration in particular to Ethiopian Investment Commission by relating with literature associated with contract administration. Based on the findings of the study possible recommendations are given.

1.8 Limitation of the Study

In order to finalize this study there were number of limitations. The first and most important one is time constraint. The time given for this study is too short this makes difficult the data collection process for the study. The other limitation is lack of cooperation from respondents to complete the questionnaires and return back.

1.9 Organization of the Paper

The rest of the chapter is organized as follows. Chapter two presents literature review including theoretical and empirical evidence. Chapter three is devoted to research methodology including research design, data type and source, sample and sampling techniques, data collection tools, method of data analysis and reliability and validity. Chapter four is concerned with data analysis. In Chapter five, the researcher presents conclusion and recommendation based on the findings.

CHAPTER TWO

LITRATURE REVIEW

This chapter intends to review both the theoretical and empirical literature relating to project contract administration practices; contract and contract administration; challenges in practicing contract administration; theories and principles of contract administration; effect of employee competence on contract administration and the prerequisite and post activities of contract administration.

2.1 Theoretical Literature Review

This section deals about the theoretical literature by different authors regarding contract administration.

2.1.1 Contracts and Contract Administration

A contract is a written or oral legally-binding agreement between the parties identified in the agreement to fulfill the terms and conditions outlined in the agreement. A prerequisites requirement for the enforcement of a contract, amongst other things, is the condition that the parties to the contract accept the terms of the claimed contract. Historically, this was most commonly achieved through signature or performance, but in many jurisdictions-especially with advance of electronic commerce. The forms of acceptance have expanded to include various forms of electronic signature. Contracts can be of many types, example:

1. Sales contracts: which are a contract between a company and a customer where the company agrees to sell products or services and the customer in return is obligated to pay for the product or service bought.
2. Purchasing contract: is a contract between a company and a supplier who is promising to sell products or services within agreed terms and conditions the company in return obligated to acknowledge the goods or service and pay for liability created.
3. Partnership agreements: may be a contract which formally establishes the terms of the partnership between two legal entities such that they regard each other as ‘partners’ in a commercial arrangement. However, such expression may also be merely a means to reflect the desire of the contracting parties to act ‘as if’ both are in a partnership with common goals. Therefore, it might not be the common low arrangement of a partnership

which by definition creates fiduciary duties and which also has ‘joint and several’ liabilities.

In addition to the above types of contracts trade agreements and intellectual property agreement are considered as contract (Vitasek, Kate; et al. 2011).

According to (Aberdeen, 2006), contract is a voluntary, deliberate, and legally binding agreement between two or more parties. Contracts are usually written but may be spoken or implied and generally have to do with employment, sale or lease or tenancy. A contractual relationship is evidenced by first an offer; second the acceptance of the offer and third valid (legal and valuable) consideration. Each party to a contract requires rights and duties relative to the rights and duties of other parties. However, while all parties may expect a fair benefit from the contract it does not follow that each party will benefit to an equal extent. Existence of contractual relationship does not necessary mean that contract is enforceable or that it is not void or voidable. Contracts are normally enforceable whether or not in a written form, although a written contract protects all parties to it. Some contracts (such as for sale of real property, installment plans or insurance policies) must be in writing to be legally binding and enforceable. Other contracts are assumed in, and enforced by law whether or not the involved parties desired to enter into a contract.

According to Lewis (1999) contract is an agreement between two or more people or entities that create legal duty or responsibility. Entities entering a contract might include individual people, companies, corporations and organizations but there are few conditions that must be met for the contract to be held. Specifically, a legally enforceable contract must contain some key ingredients:

- Offer and acceptance
- Consideration
- A meeting of the minds regarding the legal subject of the contract and
- Legal capacity or competency

Contracts can be oral or written, implied or express, depending on what the situation at hand calls for. While an oral contract—basically a verbal agreement made out loud in conversation—might suffice in some instances, most enforceable contracts should be expressly written into a tangible document. On the other hand, contracts can also be implied or express. Written contracts are generally considered express, which means the subject is clearly stated and all details are included.

2.1.2 Contract Life Cycle Phases

Contracts have a distinct beginning and end, and the contract life cycle defines these parameters. The contract life cycle generally consists of three contract phases: pre-contract phase or pre-award, contract execution phase or award and post award phase (often referred as contract compliance/governance).

Figure 2.1: Contract life cycle phases



Source: Contract management standard guideline, 2016

Contract management process performed by contract managers generally fall into five domains within the three contract life cycle phases which are develop solicitation, develop offer, form contract, perform contract and close contract.

2.1.2.1 Pre-Award Life Cycle Phases

Pre-Award is the first phase of the contract life cycle. The pre-award process for the buyer includes assisting in defining the customer requirements for products or services, and then developing a comprehensive acquisition plan to fulfill those requirements in a timely manner at a reasonable price. This includes developing and executing an overall strategy for the purchase, which is accomplished through researching the marketplace, developing contracting strategies, preparing solicitations, and requesting offers.

The pre-award process for the seller includes developing and executing a strategy for obtaining the award for a contract, including pre-sales activities, market strategies, and responding to the procurement. There are two domains within the pre-award life cycle phase:

1. Develop Solicitation - is the buyer job tasks. It is the process of describing all the elements of the customer requirements (technical, business, regulatory, etc.) to the sellers. The value added by this process is the accurate presentation of the customer requirement through a solicitation in order to create a viable contract that can be performed. The competencies for this domain produce the acquisition plan and requesting offers. Acquisition Planning is the process by which efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the customer need in a timely manner at a reasonable cost. It includes developing the overall strategy for managing the acquisition. Requesting Offers is the process of implementing the acquisition plan by soliciting responses from contractors in order to fulfill a customer need. The value added of requesting offers is producing a clear and concise solicitation that effectively communicates all the buyer's requirements and enables the sellers to provide comprehensive, responsive proposals
2. Develop Offer - the seller job tasks and competencies for this domain produce the business development plan and the offer. It is the process of: developing foundational business practices and strategies to compete in the marketplace, and responding to solicitations with the intent of winning contracts and meeting performance requirements. The value added by this process is to provide the buyer with a comprehensive solution to the buyer's requirements that enhances the seller's competitive position in the marketplace while delivering customer value

2.1.2.2 Award Life Cycle Phases

The second contract life cycle phase is Award. The award process involves all the work by both the buyer and seller that produces an awarded contract. Some contracts are very simple and others are exceedingly complex, but the majority fall somewhere in between. There is one domain in the award phase: Form Contract. The job tasks and competencies of the Form Contract domain produce the contract. Form Contract is the process of:

- Determining reasonable cost and pricing,

- Conducting negotiations,
- Selecting the source, and
- Managing challenges and disagreements.

The value added by this process is to mitigate or eliminate contract performance risk by selecting the best source and negotiating

2.1.2.3 Post-Award Life Cycle Phases

Once the Award phase is completed, the Post-Award contract life cycle phase begins. This involves all of the contract management functions known as “contract administration.” The contract administration functions will vary greatly depending on the complexity of the contract. Both the buyer and seller are actively involved in contract administration to ensure satisfactory performance and to bring the contract to a successful conclusion. There are two domains within the post-award phase:

- Perform Contract - is the process of establishing and maintaining communications, and tracking and documenting contract performance. The value added by this process is: monitoring risk and assessing its impact on contract performance, and ensuring compliance with contractual terms and conditions during contract performance up to contract closeout or termination. The job tasks and competencies for this domain produce the contract performance.
- Close Contract - is the domain of both the buyer and seller. It is the process of: verifying all the requirements of the contract are satisfied, settling unresolved matters, and reconciling the contract to make final payment. The value added by this process is in determining the buyer and seller contract obligations have all been satisfied. The job tasks and competency for this domain produce the closed contract.

2.1.3 Effective Contract Administration

The main aim of contract administration is to ensure that goods or services are delivered on time, at the agreed cost and to specific requirements. Effective contract administration relies on three separate, but interrelated factors:

- Managing service delivery ensures that a contract is being delivered as agreed, to the required levels of performance and quality.

- Managing relationships keeps the relationships between the two parties open and constructive, aiming to resolve problems early and focus on continual improvements.
- Managing contract management provides governance, performance management and accountability through tracking and recording delivery.

All three factors must be managed effectively and consistently if the contract is to succeed (Greg E, 2009).

Contract administration is the proactive monitoring, review and management of contractual terms secured through the procurement process to ensure that what is agreed is actually delivered by suppliers or partners. Contract administration includes: ensuring compliance with the terms and conditions agreed, documenting and agreeing any changes or amendments that may arise during contract implementation or execution. In short, effective contract administration ensures that: strategic priorities agreed at the outset are delivered in a timely and cost effective manner, issues of non-compliance or variation are picked up early and either dealt with or appropriately escalated for resolution, costs and risk are managed appropriately, reviews are undertaken and lessons learnt fed back into the commissioning and procurement process to ensure continuous improvement (Martin, 2005).

Effective contract administration and procurement is crucial to completing projects on time and within budget. It about knows who the right supplier is, who will provide the right material of the right quality and knowing who can be relied upon to submit acceptable offers and perform effectively which means the right price with the right delivery. In addition the contractor and the organization role have to well stated, there should be follow up on the deliverables of the product or service based on the agreement on the contract, timely management of possible problems and communication plan.

2.1.4 Determinants of Effective Contract Administration

According to Sanghera (2008) an organization can determine if it is engaging in effective contract administration if it make appropriate strategic decisions and drafts right contracts. A contract is the pillar in the exercise of its proper and effective administration. Every contract should establish its basic principles, have clear scope, define execution terms and define procedures essential for successful communication between the contractor and contracting authority. It should also implement changes, evaluate contractor performance, accept or reject

the contractor's deliverables, identify and manage risks, handle problems, resolve disputes, approve payments, and finally close the contract process.

An organization is certainly undertaking effective contract administration practices if it has effective evaluation procedures. These procedures should be clearly defined and implemented in compliance with the respective regulations in order to achieve integrity, objectivity, nondiscrimination, transparency, confidentiality and secrecy. This ensures that the most appropriate candidate is awarded the contract (Cruz and Marques, 2013).

2.1.5 Challenges in Practicing Contract Administration

The achievement of an effective contract administration may be hindered by various challenges. Some of them include but not limited to the following:

Nancy Smith, (2017) state that contract management is the administration as a legally-binding agreement between two or more parties. The contract manager develops the contract document from written request for offers, vendor responses and negotiations with bidders. After the contract is signed, the contract manager's job is to ensure compliance with what is written in the contract. A clear, comprehensive and enforceable contract is essential in order to successfully remedy any problems that occur during execution of the contract, the common contract administration challenges are:

- Work is not what is expected: business requirements are usually documented in a statement of work. It should have to involve people at all levels of the business in the establishing requirements and writing the statement of work, including end users. The contact should not have use jargon and also define all business terms and acronyms.
- Budget or timeline is exceeded: in the contract the scope of the project should have to be defined clearly and the contract manager ensures that the negotiated budget and timeline are realistic. There is a need to establish a method by which to track the budget and timeline to ensure that it is on target. In this way, the contract manager can monitor budget and timeline constantly throughout the project.
- Lack of human power with the right skills: it is essential to name a project team on both side of the contract who are empowered to carry out the work. An organizational plan should be included as part of the contract requirements. In the contract, the skill and communication certifications that may be required should have to be stated clearly.

The organizational plan will expand on this, including an organizational chart of all project team members.

- Project status is unknown: in the contract the communications plan should have to be put into place. This plan should include what is required in terms of status updates and routine meetings, as well as address how communication will occur with other parts of the organization.
- Change occurs: structuring the contract is important to ensure that risks are identified and reviewed weekly by the team is the best way to prepare for changes. The contract should include requirements to assess risk and identify solutions to mitigate risk. In addition, a formal change control process should be included in the contract.
- Payment is disputed: methods and process in the contract should be defined to reward/penalize based on compliance with the contract. The acceptance criteria should have be set by the contract manager or in the contract. This clearly in the contract will ensure that both parties understand what is expected for acceptance and payment.

Contract managers experience a challenge regarding unforeseen work. This implies that contract administration may result in work that is contrary to the contract terms and conditions. Therefore, it is essential for an organization to define its expectations clearly in the contract. The business requirements should be well documented and that people at all organizational levels and end users should be involved in the development of the requirements and documenting them in the sow (Young, 2008). Moreover, budget or timeline constraints hamper effective contract administration. Contract managers often face this challenge due to unclear project scope, and unrealistic timeline and budgets.

Conflicts regarding payments hinder an organization from practicing proper contract administration. To solve this, it is necessary to define ways and processes in the contract to penalize or award on the basis of compliance with the agreement. It is also significant to devise ways of measuring progress and set actual acceptance standards. Managing data in diverse locations can make it hard to locate and relate documents to each other. This may cause problems if there is need to review many documents regarding a specific contract, or review various versions of the document, and they are separate. Therefore, organizations need to

establish central data management systems to facilitate effective contract administration (Choy et al., 2007).

Panesar and Markeset (2008) also point out that change can be challenging to a contract administration team especially if it lacks appropriate measures of handling it. Contract management challenges include lack of cooperation and inflexibility. The right way of preparing for change by through structuring the contract in such a way that allows the team to properly identify and review risks weekly. Besides, the contract must incorporate requirements of assessing risks and identifying their solutions. Additionally, an official change control approach need to be integrated in the contract.

Unidentified project status also limits successful contract administration in an organization. This usually experienced due to poor communication among the contract parties. To solve this, it is valuable to integrate a communication plan in the contract. This will enhance timely contract status updates. Aman, Hamzah, Amiruddin and Maelah (2012) assert, contract administration may also suffer from inadequate skilled resources. Contract management normally suffers because of unavailability of appropriate resources to implement it. Therefore, it is indispensable to have a project team from each contract parties (Dimitri, et al, 2006).

An issue of contract administration performance could also hinder a proper contract management. Organizations need to check if their contractual responsibilities are being carried out and that deadlines are met. Managers may understand the contract details during implementation, but these may be forgotten with time. Therefore, to avoid this, it is important to have reminders and identify contract activities and tie to calendars (Cohen & Eimicke, 2008). According to (Lucas, 1998) the major challenges in contract administration was defining the scope of the relationship; describing complex obligations; ensuring agreement of both parties and staying on track with deliverables.

2.1.6 Theories and Principles of Contract Administration

Social Contract Theory

Social contract theory is the view that persons' moral or political obligation are dependent upon a contract or agreement among them to form the society in which they live. Socrates uses something quite like social contract argument to explain to Crito why he must remain in prison and accept death penalty. However, social contract theory is rightly associated with modern moral and political theory is given its first full exposition and defense by Thomas Hobbes. After Hobbes, John Locke and Jean-Jacques Rousseau are the best known proponents of this enormously influential theory, which has been one of the most dominant theories within moral and political theory throughout the history of the modern west (Gauthier D, 1990). More recently, philosophers from different perspectives have offered new criticisms of social contract theory. In particular, feminists and race-conscious philosophers have argued that social contract theory is at least an incomplete picture of our moral and political lives, and may in fact camouflage some of the ways in which the contract itself parasitical upon the subjugations of classes of persons. (Mills C, 2003).

According to Kavka (1986), social contract argument, morality, politics, society and everything that comes along with it, all of them are called 'commodious living' are purely conventional. Prior to the establishment of the basic social contract, according to which men agree to live together and the contract to embody a Sovereign with absolute authority, nothing is immoral or unjust anything goes. After these contracts are established, however, then society becomes possible and people can be expected to keep their promises, cooperate with one another and so on. The social contract is the most fundamental source of all that is good and that which we depend upon to live well. Our choice is either to abide by the terms of the contracts, or return to the state of nature , which Hobbes argues no reasonable person could possibly prefer.

Integrative Social Contract Theory

Integrative social contract theory is a theory of business ethics originated by Thomas Donaldson and Thomas Dunfee, and is heavily influenced by the social contracts theories of political philosophers such as Thomas Locke and John Rawls. The goal of integrative social contracts theory is to provide a framework by which managerial and business decision can be made with respect to their impact on relevant communities, ethical norms and possible universal moral standards. Drawing on social contract theory, integrative social contracts theory posit that rational global contractors-businesses, individual and other economic actors-enter into a hypothetical contract determining standards and norms. However, instead of policies and governance, the contract is concerned with normative rules influencing economic and business affairs. These norms must not conflict too much with divergent cultural or religious norms. While the hypothetical situation in this theory is that actors from this contract knowingly, in reality this process is more likely to come about implicitly, as with social contracts theory, where consent without coercion is the governing factor of whether or not a norm or value is constructive (Donaldson and Dunfee, 1994).

Integrative Social Contracts Theory (ISCT) is influenced heavily by the social contracts theories of political philosophers. Donaldson and Dunfee have identified four principles regarding ISCT are: first micro contracts represents agreements or shared understanding about the moral norms relevant to specific economic interactions and termed moral free space. Second, the consent to the contract is only binding when they are informed of their right to exit. Third, hyper norms serve as a guide in evaluating lower level moral norms. Fourth, sometimes conflicts are easily resolved because they opposed hyper norms (Donaldson and Dunfee, 1994).

McNeils Relation Contract Theory

This theory was developed by Iain McNeils in U.S.A. This theory has been the object of theoretical research in common law Jurisprudence. It contracts legal formalism to a certain extent and is based on the assumption that all the contracts can fall along a relational range from discrete-mere transaction-to highly relational. Although no relation can be totally separate from relational elements, the isolation of the contract from a relational context and the complete and exact planning of the relationship presentation, although having a great importance for contracts law, cannot explain totally modern contractual relationships. Highly relational contracts are

these, the effect of which is strongly based on a specific social and economic context, on an ongoing relation usually of trust between the parties, which influences the scope and content of the contract (Diathesopoulos, 2010).

Dynamic Capabilities Theory

Dynamic capability refers to the firm's ability to build, incorporate and reconfigure internal and external competencies to address rapidly changing environments (Seleim, 2007). Dynamic capability enables business enterprises enhance their points of differentiation by identifying organizational or individual capabilities thus allowing the business enterprise to build and maintain value (Sifuna, 2013). Capabilities are the firm's capacity to deploy resources that have been properly integrated to achieve a desired goal. There are two components which form the basis of dynamic capability which are the ability of the firm to uniquely deliver value and the flexibility and adaptive nature of the firm to change depending on the circumstances (Seleim, 2007). In this context, the dynamic capabilities are the antecedent strategic and organizational routines that enable a shake-up of the resource base where resources are acquired or shed, integrated, and combined to generate new value creating strategies. The dynamic capability approach seeks to understand how firms develop, refresh and renew important capabilities.

Agency Theory

Agency theory is concerned with the conflicting goals between the principal and agent in obtaining their respective objectives and is focused on mechanisms related to obtaining information e.g. about the marketplace, the supply or service, or the contractor, selecting the agent (to counter the problem of adverse selection), and monitoring the agent's performance (to counter the effects of moral hazard). Thus, how contracts are planned i.e. how competitive or sole source, also how contracts are structured i.e. fixed price or cost reimbursement, with or without incentives, also how contracts are awarded based on lowest priced, technically acceptable offer, or the highest technically rated offer, and how contracts are administered i.e. centralized or decentralized, level and type of surveillance, and use of project teams. All have their basis in agency theory and the principal-agent problem. (Rendon, 2009).

According to (Garth, 2008) the best practice principles for the contract administration to be successful include:

Promoting the change: the service provider and the organization must work together to communicate the nature of the change and the service available to organization staff. The organization needs to communicate the agreed service level standards to the users so that they understand the limits of the organizations relationship with the service provider and what they as users can expect.

Managing expectations: both the service provider and the organization must change expectations. This principle also applies to the relationship between the department and service provider. The department must explain to the service provider how the organization works and how to work effectively with in its environment.

Communication user needs: the user and the organization must let the service provider know-formally or informally their needs and any issues that come up.

Keeping to defined roles: the organization should not be involved in the day-to-day delivery of the service. Under contract administration, its role is to manage the service delivery relationship not the service themselves,

A contract document is considered a key to contract administration and control, it is necessary to ensure that this document provides an every aspects of the work to be performed or material to be provided and the standards to which it will be performed. In addition to the control provided by a well-defined contract, the supervisor of each section which will use contractor services should be delegated operational control and tasked to complete a monthly evaluation report (Garth, 2008).

2.2 Empirical Literature Review

Stephen (2017), conducted a study on determinant of effective contract administration in selected public universities in Kenya. The study adopted the descriptive survey research design. A sample of 59 respondents was selected using stratified random sampling techniques and the data analysis was performed using both descriptive and inferential statistics. In addition to statistical analysis the study uses multiple regression analysis to determine the relationship the variables. The study concluded that use of information communication technology has a statistical significant influence on the contract administration in public universities in Kenya. The researcher recommended that there should be more emphasis on collection of information and monitoring supply contracts using computers for ease of access to information and for transparency purpose.

Similarly, a research that was conducted by Nguyen (2007), with purpose to describe and discuss the challenges in transferring project management principle and methodology to developing countries. Identified that lack of training in modern project management body of knowledge, especially in the area of international contract and procurement is one of the challenges. As per the project contract management includes the process of award contract, execute contract and close the contract effectively which is the project team to perform the work. An efficient process of contract and management of material resources based on good relationship with the supplier will help increase the effectiveness and efficiency of the organization and achieving lasting success by meeting the expectation of all stakeholders (Carstea et. al, 2014).

Pross and Benon (2014), conducted a study on determinants and constraints to effective procurement contract management and the study used descriptive stastics. the target population of the study was 200 and the researcher select 120 respondents though simple random sampling sampling techniques with a response rate of 79%. In the research a close ended questionnaires was developed thorough a framework by World Bank. The researcher identified that the major determinant were found to include structures and processes while the major constraint that the study identified were: lack of cooperation within the organization, lack of capacity in contract management and monitoring of various stakeholders and lack of integrity in the contract management process. The researchers recommends that the government and civil society to work together to come up with the constraints.

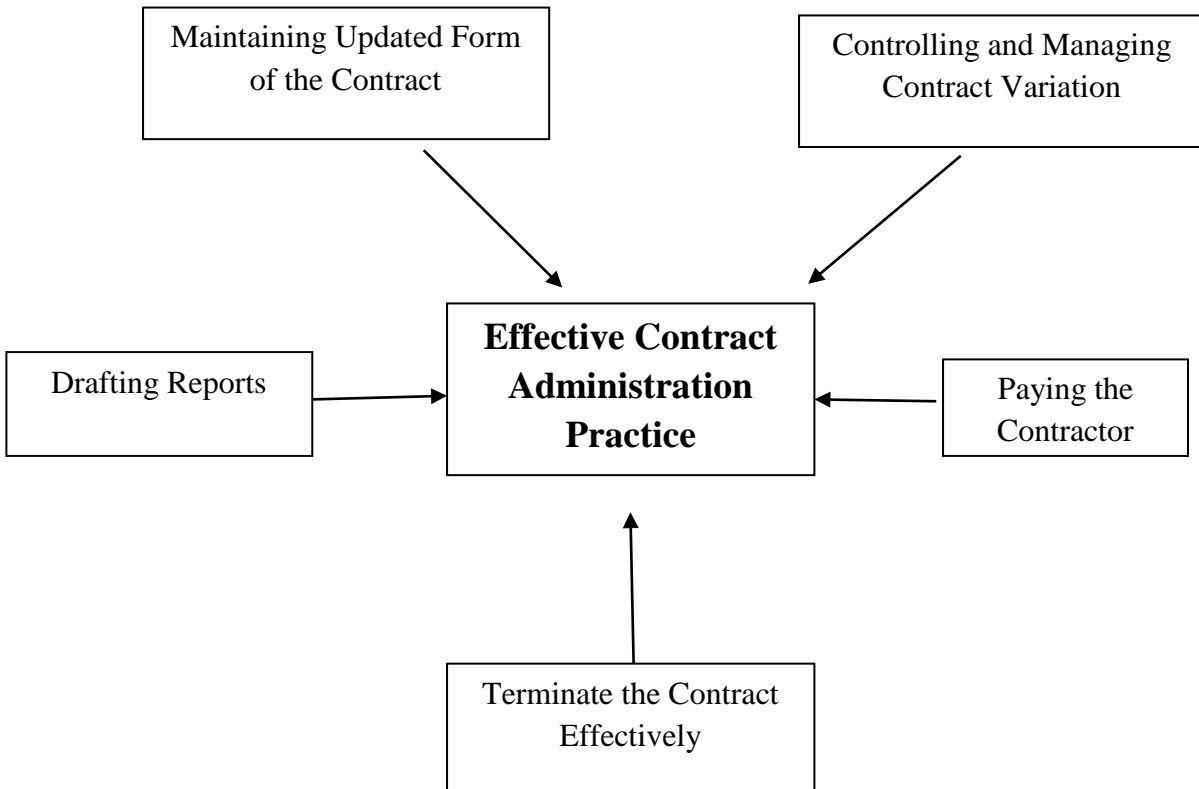
Cherotich (2012), conducted a study with a purpose of contract management practice and operational performance in state cooperation and the study used a descriptive, cross-sectional survey research design, with a target population of all the 187 state corporations. It also employed a simple random sampling method with a sample size of 50 state corporations. The data was collected using questionnaires, and it was analyzed using SPSS. The study findings indicated that state corporations practice effective contract management, which has a positive effect on their operational performance. The implication of the study is that effective contract management improves operational performance of state corporations. The researcher recommends that constant training, improve contract management practices, use of adequate information systems and enhanced flexibility and risk management.

Kongsong (2017), conducted a study on affecting on contract administration in government construction projects. The study was conducted by using mixed methodologies both qualitative and quantitative. The research concludes that factors that affect the government's project contract management are public and private sectors internal influences. The problem is caused by personnel, documentation and the work processes; primarily occurring before the accusation procedure. The researcher recommends that the government contract administration should be managed using the personnel documentation contexts model, which should improve continuity and flexibility in the contract.

The studies conducted on contract administration related with that of project is scanty and those studies that have been conducted shows that different researcher have established and made recommendation which will enhance one of the contract administration areas. The different studies did not focus on the practice of contract administration through a project. Thus, this study will examine the practice of project contract administration.

2.3 Conceptual Framework

In this study, the framework comprises of contract practice and effective contract administration practice respectively. Contract practice is divided into six indicators including maintaining an updated form of the contract, controlling and managing contract variation, paying the contractor, drafting reports and terminating the contract. The conceptual framework shows how contract practice will result effective contract administration.



CHAPTER THREE

RESEARCH METHDODOLOGY

This chapter addresses research design, data type and sources, sample and sampling techniques, data collection tools, method of data analysis and, reliability and validity.

3.1 Research Design

The research adopted combination of both qualitative and quantitative research design in order to gain more information regarding the study. According to Saudres et.al (2009), most common used research design is explanatory and descriptive which are classified based on the purpose of the research. Among this research design the research design that is applied for this study is descriptive research design. Therefore the study tried to assess the practice of project contract administration in Ethiopia Investment Commission as a case study of Transformation Triggering Facility Project.

3.2 Data Type and Source

Here in the study qualitative as well as quantitative research methodology is employed. In order to collect the intended amount of data questionnaires, interview and document review are used. The data is collected from primary and secondary sources. Primary data is collected by administering self-administered questioners. Questionnaire was distributed for functional manager and team members in the project. In addition to questionnaire, semi structured interview is applied. Interview was conducted with project coordinator. Secondary sources include published and unpublished material about contract administration.

3.3 Sample and Sampling Techniques

In this study, regarding the population and sampling techniques, the study is focused on Ethiopian Investment Commission (EIC) which comprises different department and number of projects. The population of the study is EIC employees who are participated in TTF project. The sample comprises 26 respondents from responsible personnel for contract administration and project coordinator. The sampling technique is purposive sampling which is categorized under non-probability sampling. The main reason for selecting this method is because first, this project has a major impact on the improvement of service delivery in EIC so, the researcher purposely

selects TTF project. The second reason is its time advantage. The third reason is the cost advantage.

According to Saunders et.al (2009), non-probability sampling is appropriate if the research is aimed at explaining a phenomenon rather than making generalization. In addition it is appropriate for small inquires and research by individual. Therefore, based on these purposive sampling techniques project coordinator, functional manager and personnel who participate in the project were included.

3.4 Data Collection Tools

In addition to secondary data primary data was used for the study. The primary data was collected using self-administered questionnaires and interview. The tool was also structured and the questions were in form of a five point Likert scale questions. The questions are prepared based on the research questions then it was distributed and collected. The questionnaires consisted of closed ended questions and it had five parts. Part one asked questions on general information of the respondents. Part two asked questions on project contract administration. Part three contained questions on the challenges in contract administration practice. Part four questions were on determinant of effective contract administration. Part five contained questions on the effect of employee's competence on contract administration. The interview consisted of open ended questions on the pre-requested and post activities of contract administration done by EIC. The interview was conducted by the researcher face to face. Questionnaire and interview is the main source of information to collect data from the respondents. Totally questionnaires are administered to 25 individuals who are working in the project.

3.5 Method of Data Analysis

Qualitative description as well as quantitative analysis techniques were employed to analyze the data collected. Analysis of data collected from primary source using questionnaires was analyzed using descriptive statistics of SPSS software version 20 to present the collected data frequency, percentage, table and figures. The data that was collected using semi structure interview was analyzed by combining and summarizing the results.

3.6 Reliability and Validity

According to Kothari (2004), reliability has to do with the accuracy and precision of a measurement procedure. Validity refers to the extent to which attest measures what we actually wish to measure. The researcher used reliable sources to ensure the validity of the data such as published books, articles, published and unpublished reports by different authors in the area of contract administration. The questionnaires in the study are likert scale and a semi-structured question was developed for the interview so that the result of the data can be easily interpreted and compared.

CHAPTER FOUR

RESULT AND DISCUSSION

This chapter presents the data findings on the contract administration practice in Ethiopia Investment Commission. The study was done on sample size of 25 respondents; all of the participants are responded, thus making a response rate of 100%. The study used a Likert scale and open ended question to collect and analyze data and five-point scale was used to compute the frequency and percent. With regarding to software the analysis was done with the aid of the SPSS package.

4.1 General Information

On the general information question was about sex, age, level of education, months they have participated in the project and work experience of the respondents and the results are presented below.

Table 4.1 General Information of the Respondents

Sex , age, level of education, months worked on the project and year of experience

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid	Female	7	28.0	28.0
	Male	18	72.0	100.0
	Total	25	100.0	100.0
Valid	20-30	8	32.0	32.0
	31-40	14	56.0	88.0
	41-50	3	12.0	100.0
	Total	25	100.0	100.0
Valid	Degree	15	60.0	60.0
	MA/MSc.	10	40.0	100.0
	Total	25	100.0	100.0
Valid	< 3 months	1	4.0	4.0
	4-7 months	8	32.0	36.0
	8-12 months	13	52.0	88.0
	13-15 months	3	12.0	100.0
	Total	25	100.0	100.0
Valid	2-5 years	8	32.0	32.0
	6-10 years	14	56.0	88.0
	>10 years	3	12.0	100.0
	Total	25	100.0	100.0

Source: Own computation, 2018

As presented in table 4.1, there was representation of both males and females in the project but majority of the respondents was male which are 72% (18) of males are participating in the project the rest that is 28% (7) are female. Among 25 respondents 32% (8) age was between 20 to 30 years; 56% (14) of them were between 31 to 40 years of age, 12% (3) of the respondents were above between 41 to 50 years of age. Based on this majority of the respondents which is 56% (14) were age between 31 to 40.

The table also indicates level of education of the respondents that 60% (15) were degree holders, 40% (10) of the respondents hold second degree which indicates that majority of the respondents

are degree holders. Regarding months worked on the project 4% (1) of the respondent have participated in the project below 3 months, 32% (8) of them responded that they have participated in the project between 4-7 months, 52% (13) of the respondents have participated in the project between 8 to12 months, 12% (3) of the respondents have participated in the project 12 to14 months. As can be seen in table 4.1, it was realized that 32% (8) of the respondents have 2 to 5 years of experience, 56% (14) of them have 6 to 10 years of experience, the rest that is 12% (3) of them have an experience above 10 years. Based on this majority of the respondents have 6 to 10 years of experience which indicate there is experienced team members in the project.

4.2 Response about Project Contract Administration

This section deals about the response of the participants in the TTF project on project contract administration process by Ethiopian Investment Commission.

Table 4.2 Response if there is a guideline to contract administration

There is a guideline that recommends on contracts administration in the organization

	Frequency	Percent	Valid Percent	Cumulative Percent
Not sure	3	12.0	12.0	12.0
Agree	18	72.0	72.0	84.0
Strongly agree	4	16.0	16.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

The result of the above table shows that, 12% (3) of the respondents were not sure about the existence of guideline that recommends on contract administration in the organization where as 72% (18) and 16% (4) respondents agree and strongly agree the existence of the guideline. This indicates that majority of the respondents believe that there is a guideline that recommends on contracts administration in the organization.

Table 4.3 Response about project has defined and clear prerequisite for the contract

The project has defined and clear prerequisite for the contract

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid Not sure	2	8.0	8.0	8.0
Valid Agree	19	76.0	76.0	84.0
Valid Strongly agree	4	16.0	16.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As illustrated on the table above, 8% (2) respondents were not sure about if there is a defined and clear prerequisite in the contract that are conducted by Ethiopian Investment Commission, 76% (19) and 16% (4) respondents who are agree and strongly agree on the prerequisite issue. In addition to questionnaires, through interview that had been conducted with the project coordinator it was realized that there is well stated and clear prerequisite for each contract in TTF project.

Table 4.4 Response if there is a follow up on the deliverables based on the contract

There is a follow up on the deliverables based on the contract

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid Strongly disagree	1	4.0	4.0	4.0
Valid Disagree	14	56.0	56.0	60.0
Valid Not sure	3	12.0	12.0	72.0
Valid Agree	7	28.0	28.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

In order to find out if there is a follow up on the deliverables based on the contract was asked and 4% (1) and 56% (14) respondents were strongly disagree and disagree on it respectively, 12% (3) were not sure about it, and the rest that is 28% (7) respondents were agree on it. From this it can be noticed that the majority of the respondents believe that there is no follow up on the deliverables based on the agreed contracts with the organization.

Table 4.5 Response if the contractors could successfully interpret the contract language of EIC

The contractors could successfully interpret the contract language of EIC

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	4	16.0	16.0	16.0
Agree	15	60.0	60.0	76.0
Strongly agree	6	24.0	24.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

The result of the above table shows that, 16% (4) of the respondents were disagree about successful interpretation of contract language of EIC by the contractors, where as 60% (15) and 24% (6) respondents agree and strongly agree for the interpretation of contract language of EIC respectively. From this it is realized that majority of the respondents agreed that contractors could successfully interpret the contract language of EIC.

Table 4.6 Response if there is a regular communication and communication plan in the organization

There is regular communication set by the organization

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly disagree	2	8.0	8.0	8.0
Disagree	5	20.0	20.0	28.0
Not sure	1	4.0	4.0	32.0
Agree	14	56.0	56.0	88.0
Strongly Agree	3	12.0	12.0	100.0
Total	25	100.0	100.0	

There is a communication plan in the organization

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	6	24.0	24.0	24.0
Not sure	2	8.0	8.0	32.0
Agree	15	60.0	60.0	92.0
Strongly agree	2	8.0	8.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As presented in table 4.6, among 25 respondents 8% (2) and 20% (5) were strongly disagree and disagree if there is a regular communication set by the organization respectively, 4% (1) were not sure about it, 56% (14) and 12% (3) respondents agree and strongly agree about there is a regular communication in the organization respectively. On the same table, 24% (6) respondents disagree on the availability of communication plan in the organization, 8% (2) were not sure about it, the rest that is 60% (15) and 8% (2) were agree and strongly agree if there is a communication plan in the organization. Therefore, from table 4.6, we can conclude that majority of the respondents agreed on the availability of communication plan and there is regular communication in the organization.

Table 4.7 Response if there is a timely management of possible problems that arises in the contract

There is a timely management of possible problems that arises in the contract

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly disagree	4	16.0	16.0	16.0
Disagree	14	56.0	56.0	72.0
Valid Not sure	1	4.0	4.0	76.0
Agree	6	24.0	24.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As can be seen in table 4.7, it was realized that 16% (4) and 56% (14) of the respondents have strongly disagree and disagree if there is a timely management of possible problems that arises in the contract respectively, 4% (1) were not sure about it, 24% (6) of the respondents were agreed on the issue. Therefore, majority of the respondent disagree for timely management of possible problems that arises in the contract which means that the problems that arises in the contract are not managed timely.

4.3 Challenges in Contract Administration Practice Response

Table 4.8 Response on unrealistic timeline and budget prevents effective contract administration practice.

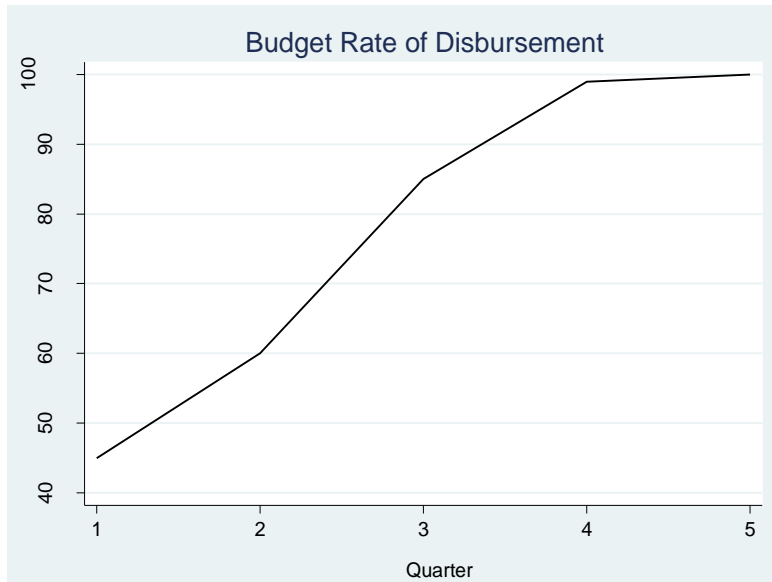
Unrealistic timeline and budget prevents effective contract administration practice.

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	18	72.0	72.0	72.0
Not sure	1	4.0	4.0	76.0
Valid Agree	4	16.0	16.0	92.0
Strongly agree	2	8.0	8.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As presented on the above table, 72% (18) respondents were disagree about unrealistic timeline and budget prevents effective contract administration practice, 4% (1) were not sure about it, 16% (4) and 8% (2) respondents who are agree and strongly agree on the issue. Majority of the respondents disagree that there is unrealistic timeline and budget in the organization or in other words there is realistic timeline and budget in the contract administration process.

Figure 4.1 Rate of disbursement



Source: Own computation based on EIC data, 2018

Based on the document review and interview with the project coordinator the budget disbursement has 5 quarters, in the first quarter 45% from total budget was allotted to the project, in the second quarter 60% from total budget was allotted to the project, in the third and fourth quarter 85% and 95% from total budget was allotted to the project, in the last quarter all the budget is allotted to the project.

Table 4.9 Response Unclear project scope hinders effective contract administration practice.

Unclear project scope hinders effective contract administration practice.

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	18	72.0	72.0	72.0
Not sure	1	4.0	4.0	76.0
Valid Agree	4	16.0	16.0	92.0
Strongly agree	2	8.0	8.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As illustrated in the above table, 72% (18) of the respondents were disagree about unclear project scope hinders effective contract administration practice, 4% (1) were not sure about it, 16% (4) and 8% (2) agree and strongly agree on it respectively. Therefore, majority of respondents disagree (72%) on unclear project scope that hinder effective contract administration practice.

Table 4.10 Response on the money was always available based on the agreement on the contract.

The money was always available based on the agreement on the contract.

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	18	72.0	72.0	72.0
Not sure	2	8.0	8.0	80.0
Valid Agree	5	20.0	20.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As can be seen in table 4.10, it was realized that 72% (18) of the respondents have disagree on the availability of money based on the agreement on the contract, 8% (2) were not sure about it, 20% (5) of the respondents were agreed on the issue. Therefore, majority of the respondent

disagree for the availability of money based on the agreement on the contract which means that the problems in payment of money by the organization.

Table 4.11 Response on Lack of cooperation and difficulty in managing data

Lack of cooperation in the organization limits effective contract administration practice.

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	2	8.0	8.0	8.0
Not sure	2	8.0	8.0	16.0
Valid Agree	17	68.0	68.0	84.0
Strongly agree	4	16.0	16.0	100.0
Total	25	100.0	100.0	
Successful contract administration fail due to difficulty in managing data				
Strongly disagree	4	16.0	16.0	16.0
Disagree	17	68.0	68.0	84.0
Valid Not sure	1	4.0	4.0	88.0
Agree	3	12.0	12.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As presented on the above table, 8% (2) respondents were disagree about lack of cooperation limits effective contract administration practice, 8% (2) were not sure about it, 68% (17) and 16% (4) respondents who are agree and strongly agree on the issue. Majority of the respondents agree that there is lack of cooperation in the organization which limits effective contract administration practice.

As illustrated in table 4.11, 16% (4) and 68% (17) of the respondents were strongly disagree and disagree about difficulty in managing data is the reason for failure of successful contract administration practice, 4% (1) were not sure about it, 12% (3) agree on it. Therefore, majority of respondents disagree on there is difficulty in managing data in the organization.

Table 4.12 Response on the contractors were in position to identify any problems in the contract.

The contractors were in position to identify any problems in the contract.

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid Strongly disagree	1	4.0	4.0	4.0
Disagree	16	64.0	64.0	68.0
Not sure	1	4.0	4.0	72.0
Agree	5	20.0	20.0	92.0
Strongly agree	2	8.0	8.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As illustrated in the above table, 4% (1) and 64% (16) of the respondents were strongly disagree and disagree about contractor were in position to identify any problems in the contract, 4% (1) were not sure about it, 20% (5) and 8% (2) agree and strongly agree on it. Therefore, majority of respondents disagree on the contractor were in position to identify any problems in the contract.

Table 4.13 Response on the contract did not use jargon words

The contract did not use jargon words

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid Disagree	5	20.0	20.0	20.0
Not sure	1	4.0	4.0	24.0
Agree	16	64.0	64.0	88.0
Strongly agree	3	12.0	12.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

Table 4.13 shows that, 20% (5) of the respondents were disagree about the contract did not use jargon words, 4% (1) were not sure about it, 64% (16) and 12% (3) were agree and strongly agree on it. Therefore, majority of respondents agree on that the contract did not use jargon words.

4.4 Determinants of Effective Contract Administration Responses

Table 4.14 Response on inflexibility is a setback to proper contract administration practice

Inflexibility is a setback to proper contract administration practice					
	Frequency	Percent	Valid Percent	Cumulative Percent	
Valid	Strongly disagree	1	4.0	4.0	4.0
	Disagree	3	12.0	12.0	16.0
	Not sure	4	16.0	16.0	32.0
	Agree	16	64.0	64.0	96.0
	Strongly agree	1	4.0	4.0	100.0
	Total	25	100.0	100.0	

Source: Own survey, 2018

As can be seen in the above table, 4% (1) and 12% (3) of the respondents were strongly disagree and disagree about inflexibility is a setback to proper contract administration practice, 16% (4) were not sure about it, 64% (16) and 4% (1) agree and strongly agree on it. Therefore, majority of respondents agree on there is inflexibility problem which hinder proper contract administration practice.

Table 4.15 Response on the organization maintains an updated form of the contract and manage contract variation.

The organization maintains an updated form of the contract

	Frequency	Percent	Valid Percent	Cumulative Percent	
Valid	Strongly disagree	2	8.0	8.0	8.0
	Disagree	18	72.0	72.0	80.0
	Not sure	1	4.0	4.0	84.0
	Agree	4	16.0	16.0	100.0
	Total	25	100.0	100.0	
The organization control and manage contract variation					
Valid	Disagree	20	80.0	80.0	80.0
	Not Sure	2	8.0	8.0	88.0
	Agree	3	12.0	12.0	100.0
	Total	25	100.0	100.0	

Source: Own survey, 2018

As illustrated in the above table, 8% (2) and 72% (18) of the respondents were strongly disagree and disagree about the organization maintain an updated form of the contract, 4% (1) were not sure about it, 16% (4) agree on it. Majority of respondents disagree on the organization maintain an updated form of the contract.

As presented in table 4.15, it was realized that 80% (20) of the respondents have disagree on the organization control and manage contract variation, 8% (2) were not sure about it, 12% (3) of the respondents were agreed on the issue. Therefore, majority of the respondent disagree on organization and management of contract variation.

Table 4.16 Response on payment to the contractor is always available based the agreement on contract

Payment to the contractor is always available based the agreement on contract

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid Disagree	18	72.0	72.0	72.0
Valid Not sure	2	8.0	8.0	80.0
Valid Agree	5	20.0	20.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As presented in table 4.16, it was realized that 72% (18) of the respondents have disagree on the payment of money based on the agreement on the contract, 8% (2) were not sure about it, 20% (5) of the respondents were agreed on the issue. Therefore, majority of the respondent disagree for the payment of money based on the agreement on the contract which means that the problems in payment of money by the organization.

Table 4.17 Response on there is drafting report for each phase

There is drafting report for each phase

	Frequency	Percent	Valid Percent	Cumulative Percent
Valid Disagree	2	8.0	8.0	8.0
Valid Not sure	1	4.0	4.0	12.0
Valid Agree	17	68.0	68.0	80.0
Valid Strongly agree	5	20.0	20.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As presented in table 4.17, 8% (2) of the respondents were disagree about there is drafting report for each phases, 4% (1) were not sure about it, 68% (17) and 20% (5) were strongly agree and agree on it. Therefore, majority of respondents agree on the availability of drafting report by the organization for TTF project respectively.

Table 4.18 Response on the role and responsibilities of the contractor and the organization (EIC) stated well.

The role and responsibilities of the contract and the organization stated well

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	5	20.0	20.0	20.0
Not sure	2	8.0	8.0	28.0
Valid Agree	15	60.0	60.0	88.0
Strongly agree	3	12.0	12.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

The result on the above table shows that, 20% (5) of the respondents were disagree about the role and responsibilities of the contract and the organization stated well, 8% (2) were not sure about it, 60% (15) and 12% (3) were agree and strongly agree on it. Therefore, majority of respondents agree on the organization stated well the role and responsibilities of the contract.

Table 4.19 Response about the organization terminates contracts effectively

The organization terminates contracts effectively

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly disagree	1	4.0	4.0	4.0
Disagree	4	16.0	16.0	20.0
Valid Not sure	2	8.0	8.0	28.0
Agree	15	60.0	60.0	88.0
Strongly agree	3	12.0	12.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

In order to find out if the organization terminates contracts effectively was asked and 4% (1) and 16% (4) were strongly disagree and disagree on it respectively, 8% (2) were not sure about it, 60% (15) and 12% (3) agree and strongly agree on it respectively. Therefore, majority of the respondents agree on effective contract termination by the organization.

4.5 Employees Competence on Contract Administration

Table 4.20 Response on the team members has the necessary relevant qualification, skill, knowledge and experience for the job

The team members has the necessary relevant qualification, skill, knowledge and experience for the job

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	4	16.0	16.0	16.0
Not sure	1	4.0	4.0	20.0
Valid Agree	17	68.0	68.0	88.0
Strongly agree	3	12.0	12.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As illustrated in the above table, 16% (4) of the respondents were disagree about the contract management team has the necessary relevant qualification, skill, knowledge and experience for the job, 4% (1) were not sure about it, 68% (17) and 12% (3) agree and strongly agree on it. Majority of respondents agree on the team members has the necessary relevant qualification, skill, knowledge and experience for the job.

Table 4.21 Response on the team members within the project receive training on contract administration

The contract team members within the project receive training on contract administration

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly disagree	4	16.0	16.0	16.0
Disagree	15	60.0	60.0	76.0
Valid Not sure	2	8.0	8.0	84.0
Agree	4	16.0	16.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 201

As can be seen in the above table, 16% (4) and 60% (15) of the respondents were strongly disagree and disagree on the team members within the project receive training on contract administration, 8% (2) were not sure about it, 16% (4) agree on it. Majority of respondents disagree on the team member has the necessary relevant qualification, skill, knowledge and experience for the job.

Table 4.22 Response on the team member has the ability to solve the disputes that arises in the organization

The team member has the ability to solve the disputes that arises in the organization

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	17	68.0	68.0	68.0
Not sure	1	4.0	4.0	72.0
Agree	7	28.0	28.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

In response to the question that was intended to know if the team member has the ability to solve the disputes that arises in the organization 68% (17) of respondents were disagree on it, 4% (1) were not sure and the rest that is 28% (7) were agree on it. From this it is realized that majority of the respondents disagree on the ability of the team member on dispute resolution.

Table 4.23 Response on the contract team are responsible for their tasks

The contract team are responsible for their tasks

	Frequency	Percent	Valid Percent	Cumulative Percent
Disagree	4	16.0	16.0	16.0
Not sure	2	8.0	8.0	24.0
Agree	18	72.0	72.0	96.0
Strongly agree	1	4.0	4.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As presented in table 4.22 , 16% (4) of the respondents were disagree about contract team are responsible for their tasks, 8% (2) were not sure and the rest that is 72% (18) and 4% (1) were agree and strongly agree on it respectively. From this it is realized that it is realized that majority of the respondents agree on the team member ahs not responsible for the given tasks.

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The team member has technical knowledge like negotiation skill, cooperation skill and communication skill

	Frequency	Percent	Valid Percent	Cumulative Percent
Strongly disagree	1	4.0	4.0	4.0
Disagree	14	56.0	56.0	60.0
Not sure	1	4.0	4.0	64.0
Agree	6	24.0	24.0	88.0
Strongly agree	3	12.0	12.0	100.0
Total	25	100.0	100.0	

Source: Own survey, 2018

As can be seen in the above table, 4% (1) and 56 % (14) of the respondents were strongly disagree and disagree on the technical knowledge of the team member 4% (1) were not sure, 24% (6) and 12% (3) were agree and strongly agree on it. Majority of the respondents disagree on the technical knowledge of the team member.

Finally, according to the interview result that was held with the project coordinator, it was revealed that some of the problem that the project are facing due to lack of cooperation, difficulty in control and manage contract variation and no follow up based on the contract was the major one that hinder effective contract administration practice. The availability of a guideline, effective contract termination process and realistic timeline and budget are some of the strong side of the project. The respondent of the interview also respond that the project has a clear prerequisite which includes the terms and condition that the contract must fulfill in order to compete to provide the good or service and there are some problems on the post activities in the project like not follow the result or the deliverables based on the agreement in the project has affected the outcome and success of the project and create an impact on the deliverables.

FINDINGS, CONCLUSION AND RECOMMENDATION

5.1 Introduction

This chapter presents the summaries of the findings, conclusion derived from the analysis and the recommendation that are suggested that will help to improve the contract administration practice of Ethiopian Investment Commission.

5.2 Summary of the Findings

Based on the analysis of chapter four, the following findings were established and are outlined here under:

- According to the response of the respondents on the general question on contract administration practice on TTF project, the analysis revealed that; there is guideline that recommends how to manage contract in the organization, the project has a defined and clear prerequisite for the contract, contractor successfully interpret the contract language of EIC and also there is regular communication and communication plan. Based on the result of the analysis, there is no follow up by the organization on deliverable based on the contract and the problem that arises in the contract is not managed timely.
- The findings of the analysis for the challenges in contract administration practice revealed that the greater part of the respondents of the study agree that time and budget are realistic, project scope is clear, contract did not use jargon words and there is a good practice on the management of data. The outcome of the analysis also showed that the major challenges were; money was not available based on the agreement, lack of cooperation which affects effective contract management practice and contractor were not in a position to identify any problems that arises in the contract.
- In the analysis of response of determinant of effective contract administration majority of the respondents of the study agree that there is draft report, the role and responsibilities of the contractor and the organization were stated well and also there was effective termination of contract. Based on the result of the analysis, the organization did not update the form of contract, not control and manage contract variation, inflexibility and payments did not available on the agreed time.

- The response of employees' competence on contract administration practice implied that the team member has the relevant qualification or skill and they are also responsible for the given tasks. Based on the result of the analysis, the team member did not get training on contract administration area, no ability to solve disputes and they don't have technical knowledge.

5.3 Conclusions

As the major objective of the study is to assess the practice of contract administration at Ethiopian Investment Commission, the following conclusions are drawn based on the findings mentioned above about the practice followed in these projects. The study findings have shown that there is guideline and clear scope in the organization, clear prerequisite for the contract, effective termination of contracts, there is regular communication and communication plan, project scope is clear, time and budget are realistic and there is a good practice on the management of data.

While regarding to challenges on the contract administration practice project scope is clear, contract did not use jargon words which enables the contractor to understand the terms and condition of the organization easily, there is realistic timeline and budget which prevents time and cost overrun for the project and there is a good practice on the management of data. On the other hand, availability of money not on time, did not put the contractor to identify any problems related to the contract and lack of cooperation are the major challenges for the TTF project.

According to the result the project mostly faces inflexibility, not control and manage contract variation, not update form of contract and did not pay for the contractor on the agreed time were the major determinants for contract administration practice in EIC. Effective contract termination, availability of draft report and the roles and responsibility of the each party were stated well which strong side of the project. With regarding to employees competence employees are qualified but does not take any training related to contract, they don't have technical skill and also there is a problem in managing disputes.

Therefore, it can be concluded that there is a cooperation problem, lack of technical skill with the employees, lack of ability to resolve disputes, problem on the payment based on the contract, no time management of problems, no follow up on the deliverables even though there is a clear scope and guideline for contract administration process.

5.4 Recommendations

In order to improve the practice of contract administration and to minimize the problem related to contract administration in Ethiopian Investment Commission. The following possible recommendations are forwarded by the researcher.

- It is recommended that there is a need to follow up the deliverables based on the agreement on the contract in order to solve disputes related to the deliverables, there is need to solve the problems early that arises in the contract though communicating with the contractor formally or informally and participate the contractor in the contract management process in order to minimize and eliminate the disputes that arise related to the contract.
- It is advised that a great concern be given to employee's technical skill like negotiation skill trainings, cooperation skill trainings and communication skill trainings which will be related to their qualification and position. There is need to improve the employees dispute resolution ability by giving training and case study that are related with their tasks.
- It is advised that there is a need of participating of all employees who are working in the project, the contractor in the project and the organization that means Ethiopian Investment Commission have to be worked together to improve the quality of the service and the contract administration practice.
- It is advised that Ethiopian investment Commission must update form of contract to make clear the contract administration process and the terms of contract for the project otherwise there will be conflicts on the contract. There is a need to announce the contract management variation in the contract and made the payment on the agreed time in order to solve schedule overrun in the project.

- Finally, the researcher recommends for further research to include other knowledge area of project management. As this study the researcher focused on the knowledge area which is project contract management. As the scope of the study is limited to only TTF projects so generalization of the result is limited. Therefore, it is suggested that a wider research need to be made on other project area.

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