Contract Management Plan

|  |  |
| --- | --- |
| Contract name: | |
| TRIM number: | Date: Thursday, June 21, 2018 |

Contact details

|  |  |
| --- | --- |
| Name: | Position: |
| Business Unit: | Division: |
| Phone: | Email: |

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# Introduction

## Purpose

This template provides guidance on developing a contract management plan and ensuring no essential steps are overlooked. The use of a contract management plan template ensures standard and consistent management of the contract, key stakeholders and suppliers, across NSW Procurement’s portfolio.

## Use

In using this plan, the category manager will determine which sections are applicable. For high risk, high value contracts it is anticipated that most sections will be completed. For lower value and risk contracts, sections that don’t provide meaning and value may be omitted and deleted from the final plan.

The Contract Management Plan is intended as an ongoing guide and record of contract management activity. The plan should be updated following contract variations and extensions but also key supplier meetings, performance reviews and other contract management actions.

### [Guide notes]

[Guide notes are in brackets and should be deleted from the final plan.]

## Responsibility

Management and development of the Contract Management Plan is the responsibility of the category management team with input from key business stakeholders.

### Related Documents

This document should be read in conjunction with:

* Category Management Plans
* Procurement Strategic Directions
* Risk Management Guide
* Supplier Relationship Management Framework.

# General details

|  |  |
| --- | --- |
| Contract details | |
| Contract number |  |
| Contract name |  |
| Category |  |
| Sub-Category |  |
| Supply Positioning[[1]](#footnote-1) | Choose an item. |
| Supplier Preferencing[[2]](#footnote-2) | Choose an item. |
| Contract commencement date |  |
| Contract end date |  |
| Optional extensions |  |
| Annual value |  |
| Total contract value |  |
| No. suppliers |  |
| Deed of agreement TRIM document number |  |
| Reporting TRIM folder |  |

# Contract governance

## Operational and tactical

|  |  |
| --- | --- |
| Roles and responsibilities | |
| Director |  |
| Category Manager |  |
| Category Specialist |  |
| Supplier General Manager | Name:  Phone:  Email: |
| Supplier Account Manager[[3]](#footnote-3) | Name:  Phone:  Email: |

## Strategic

[Delete selections that are not applicable]

### Category Management Working Group

| Name | Position |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Meeting frequency |  |
| Meeting minutes | [Insert link or file path] |

### Client Reference Group (e.g. Travel Network Group)

| Name | Position |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Meeting frequency |  |
| Meeting minutes | [Insert link or file path] |

### Supplier Reference Group

| Name | Position |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Meeting frequency |  |
| Meeting minutes | [Insert link or file path] |

# Stakeholder management

## Key agency stakeholders

|  |  |  |
| --- | --- | --- |
| Agency | Name | Position |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Other stakeholders

[E.g. Industry groups, supplier representatives, market analysts, etc.]

|  |  |
| --- | --- |
| Name | Position |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

## Communication activities

| Audience | Timing | Item | Purpose | Medium | Responsible |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Note:** If you have a separate communications plan, please reference it here instead of completing the above table.

## Relationship matrix

| Activities | Category manager | Supplier | CMWG | Eligible Customers |
| --- | --- | --- | --- | --- |
| Provide KPI reports | Responsible | Approve | Consult | Inform |
| Update catalogue |  |  |  |  |
| Prepare contract guide |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Note:** If you have a separate RACI Chart, please reference it here instead of completing the above table.

# Performance management

## Supplier engagement

### Supplier segmentation

#### Supply positioning

Category management and planning varies for different positions on the supply positioning matrix. More effort is generally focused on higher risk and higher value acquisitions than on lower risk or value ones.

**Strategic critical:** strategic suppliers where there are few sources, supply is critical, there is a monopoly and there is high spend.

**Strategic security:** Tier 2 suppliers where supply is critical, there are few alternatives, few major sources and low spend.

**Tactical profit:** Tier 3 suppliers where there are many sources, many alternatives and high spend.

**Tactical acquisition:** other contract suppliers where there are many sources

|  |  |  |  |
| --- | --- | --- | --- |
| Select | Supply Positioning | Considerations | |
|  | Strategic Critical  (Total cost) | Medium term contract Detailed contracts Supplier analysis | Supplier development Price management Contingency planning |
|  | Strategic Security  (Reduce risk or demand) | Long term contracts Indexation Stockholding | Generate alternatives Volume conscious Cost insensitive |
|  | Tactical Profit  (Drive value) | Market knowledge Flexibility/risk Active sourcing | Market exploitation Short term contracts |
|  | Tactical Acquisition  (Simplify) | System contracting Cash with order Stockless purchases | Paperless ordering Consignment stocks Credit card payment |

#### Supplier preferencing

The relationship between buyer and supplier is (usually) a two-party relationship. It is essential for effective contract management that we understand how the supplier views the NSW Government as a customer, and how they may seek to manage our relationship.

**Core**: NSW Government is a significant account for the supplier. They will work hard to maintain sales and retain the account.

**Development**: NSW Government is a new or developing account. The supplier is seeking to expand revenue and will provide high levels of service and visibility to do so. In the short term, they may compromise sales margins to win business, with a view to recovering the lost margin in the longer term.

**Exploitable/** **Harvest**: Suppliers make their profit disproportionately from exploitable or harvest accounts. This may mean they seek to build inertia for the customer, so they can continue to harvest the account in the longer term. The supplier will seek to build relationships within the client organisation, maximise switching costs and build barriers to entry for competitors.

**Nuisance**: The cost of servicing the account may mean that sales revenue is not converting to profit. The supplier may seek to manage the account on their own terms, imposing standard rather than customised solutions and automating processes as much as possible

|  |  |  |  |
| --- | --- | --- | --- |
| Select | Supplier Preferencing | Considerations | Supplier |
|  | Development | Nurture client  Expand business  Seek new opportunities |  |
|  | Core | Cosset client  Defend rigorously  High service and response |  |
|  | Nuisance | Give low attention  Low interest  Lose without pain |  |
|  | Exploitable | Drive premium prices  Seek short term advantage  Risk losing customer |  |

## Supplier meetings

|  |  |  |
| --- | --- | --- |
| Meeting Type | Frequency | Proposed Location (DFSI, Supplier, Teleconference) |
|  | Fortnightly |  |
|  | Monthly |  |
|  | Quarterly |  |
|  | Half Yearly |  |
| Strategic review – contract performance & structure, supplier relationship, etc | Yearly |  |
|  | Other (Specify) |  |

[The frequency of supplier meetings and level of management involved should be guided by the category supply positioning and supplier preferencing outcomes. Consider which meetings should involve operational, tactical or strategic management[[4]](#footnote-4).

As a minimum, suppliers should have an opportunity for in person meetings with the category manager once a year. For large panel contracts or schemes made up of tactical acquisition suppliers this may, for example, be via an annual forum or supplier roundtable.

Strategic critical and other key suppliers may require more frequent Category Manager/ Account Manager meetings plus occasional meetings between strategic management (General Manager, Executive Director, CMWG, etc). Key strategic suppliers may also be offered, or request, opportunities for meetings at senior leadership or executive levels within NSWP or DFSI as appropriate. The Category Manager and Director should determine the frequency of meetings.

An annual strategic review of the contract structure, including effectiveness and suitability of incentives, key terms and conditions, along with the supplier relationship and performance, is recommended for all strategic critical and strategic security contracts. The date and attendance of all meetings should be recorded, plus all outcomes and agreed actions.]

## Key performance indicators

|  |  |  |
| --- | --- | --- |
| Measure | Target | Frequency of measurement |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

### Performance reports

|  |  |
| --- | --- |
| Performance reports due | End of each [month/quarter/year] |
| Next report due | [Insert date] |
| File location | [Insert file path, SharePoint link or Bravo reference] |

[A [performance report template](https://nswgov.sharepoint.com/sites/dfsi-nswprocurement/NSWP/SGPMO/library/Library/Supplier%20Performance%20Report.xlsx) is available. Alternatively, performance reports can be generated in Bravo.]

### Performance incentives

[If the contract includes incentives for high performance or consequences for not meeting KPIs please list them here.]

If targets are met…[list actions]

If targets are exceeded…[list actions]

If targets are not met…[list actions]

### Improvement plans

[Supplier performance must be be tracked over time, and any downward trends or issues addressed promptly to mitigate service deterioration or supply interruptions. It is better to solve potential issues before they turn into a crisis.

Contract and/or supplier performance issues are unlikely to occur in isolation. Both parties need to consider their responsibilities and collaborate on the solution.

All Improvement Plans or rectification actions should be documented and agreed by the relevant parties. Performance should be closely monitored until the issues are resolved.]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date of plan &  file path | KPI/ measure targeted | Summary of agreed actions | Review date | Open/ Closed |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |

## Other reporting requirements

|  |  |  |
| --- | --- | --- |
| Report Name | Frequency | Generated by |
| E.g. Agency Consumption & spend |  |  |
| E.g. Management Fee |  |  |
| E.g. Benchmarking |  |  |

## Records and inspections

Suppliers are required to keep and maintain all necessary records for the term of the agreement and seven years (Clause H7.4 of the Head Agreement). Those records must be available for inspection and/or audit as reasonably required by NSWP, a regulator or auditor. NSWP is also permitted to inspect the supplier’s premises to confirm compliance with the contract.

### Annual audit

Clause H7.5 of the Head Agreement allows NSWP to conduct an audit of the supplier’s performance and compliance with the deed and the customer contracts.

### List of inspections and audits

The Category Manager and Director may choose whether to conduct regular or one-off inspections and audits, in which case they should be documented here. Any inspections or audits specified in the Head Agreement, or as directed by an auditor or the Executive Director, NSWP, should also be listed.

[List any audits or inspections of supplier records and/or premises and the outcome]

|  |  |  |
| --- | --- | --- |
| Inspection/ audit date | Items audited | Outcome |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

# Contract conditions

| Function | Clause Reference | Obligation | Supplier | NSWP | Due |
| --- | --- | --- | --- | --- | --- |
| Warranty |  | Exchange / Replace | X |  | Ad hoc |
| Variations |  | Price | X |  | Annually |
| Insurances |  | Product | X |  | Ad hoc |
|  |  | Other | X |  |  |
| Payment Terms |  | Volume Discount | X |  |  |
|  |  | Early Payment | X |  |  |
|  |  | Consolidated Invoicing | X |  |  |
|  |  | Electronic Orders |  |  |  |
| Compliance |  | Maintenance of Insurances | X |  |  |
|  |  | Review Currency of Insurances |  | X | Ad hoc |
|  |  | Audit Requirements | X |  |  |
|  |  | Product Certification | X |  |  |
|  |  | Licence Conditions |  | X |  |
| Other Obligations |  | Termination |  | X |  |
|  |  | Intellectual Property | X |  |  |
|  |  | Other |  |  |  |

## Insurance

### Minimum requirements

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Type | Requirement | Insurer | Expiry | Certificate of currency |
| Broadform Public and Products | [$10 million] for any single occurrence and unlimited in the aggregate as the number of occurrences  The total aggregate liability during any one period of insurance for all claims arising out of the supplier’s products shall not exceed [$20 million] |  |  | [Date Sighted/ File path] |
| Workers Compensation | As required by the laws of each relevant State and Territory |  |  |  |
| Professional indemnity | [If required, must be in place before the first Customer Contract is entered into] |  |  |  |

### Liability caps

|  |  |
| --- | --- |
| Customer liability cap (clause c13.1) for each customer contract | [Specify the liability cap applicable to each Customer Contract having regard to the risk attendant to the nature of the services] |
| Supplier Liability Cap (clause 13.2) for each customer contract | [Specify the liability cap applicable to each customer contract having regard to the risk arising from the nature of the goods/services] |

### Supplier notification of changes

The supplier must notify NSWP within two business days of any change to its insurance that may affect its compliance with the minimum insurance levels required under the Head Agreement. This includes cancellation of a policy or reduction of the limit of coverage below the minimum requirement.

## Variation procedures

[Provide details of any variation procedures in the contract or agreed with the supplier that differ from the standard clauses below]

### Change requests

Either party may request a change to the scope, packaging or description of any goods or services supplied under the agreement, or the requirements of a supply schedule, by issuing a notice in writing to the other party.

#### Change request by the Principal

If a change is requested by NSWP, the Supplier must provide within 10 Business Days, or such other period as the parties may agree, a change proposal that

1. sets out a full description of the change
2. specifies all changes to the relevant contract price, the relevant timeframes and any other conditions the supplier reasonably requires to perform the change, including the reasons for those changes.

Any adjustment to the contract price must be based on the supplier’s actual direct costs as a result of the change, including a reasonable profit allowance.

#### Change request by Supplier

If the Change is requested by the supplier, a change proposal must be included with the request or provided at a later date as agreed with NSWP.

#### Assistance from the Principal

If the supplier requires information from NSWP to prepare a change proposal, NSWP will provide or arrange to provide the information promptly within a reasonable period from the date of the request.

#### Acceptance or rejection of a Change Proposal

NSWP may accept or reject a change proposal at any time within 20 business days of receipt. Where NSWP accepts a change proposal, the parties will execute a change notice or variation on those terms.

### Price variation mechanism

The supplier may apply for a price variation [specify frequency as per agreement]. As per Attachment [X] of the Head Agreement, the following price variation mechanism will be applied:

[Delete non-applicable sections]

#### Price variation based on foreign exchange:

1. If the Prices are variable only in respect of rates of exchange, the actual difference between rates paid and the rates upon which the Tender was based will be allowed subject to production of satisfactory documentary evidence.
2. The nominated foreign currency and associated exchange rate found in Schedule 3, which is based on the Westpac Bank’s relevant selling rate as published in the *Sydney Morning Herald* seven days prior to the RFT closing date and time.
3. The nominated exchange rate will be used as the basis for any future price variation request.

#### Price variation based on labour and material factors

1. Labour and material factors

CP = CPo x (0.1 + Y(L) + Z(M) )

Lo Mo

Where:

CP = Current Customer Price.

CPo = Customer Price at start date.

Y = The labour factor, expressed as a decimal, being the proportion of the Customer Price subject to variation by labour costs.

L = The weekly award rate of pay, or the effective award hourly rate (EAHR) calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Agreement, most recently published at the date of application for price variation.

Lo = The weekly award rate of pay, or the EAHR calculated in accordance with the EAHR formula detailed hereunder, for the category of labour primarily employed on the Agreement, most recently published at twenty-one days before tender closing.

Z = The materials factor, expressed as a decimal, being the proportion of the Agreement price subject to price variation by materials costs.

M = Materials cost index most recently available at the date of application of price variation.

Mo = Materials cost index, corresponding to the index used for "M", most recently available twenty-one days before tender closing date.

**Note:** Y (Labour Factor) and Z (Material Factor) must be expressed as a decimal and together, must total 0.9.

*EAHR Formula:*

If this formula is elected instead of the weekly award rate of pay in the above formula, an "Effective Award Hourly Rate" (EAHR) which is determined by the following formula. If the award rate of pay is nominated for L and Lo, then this formula does not apply.

EAHR = AW x (52 + LL) x (1 + WC + PT + S)

HW (52 - LA)

Where:

AW = Weekly award rate of pay for the labour primarily engaged in the Agreement, including industry allowances and site-specific allowances approved by the appropriate State or Commonwealth Authority.

HW = Award hours per week.

LL = Award annual leave loading (expressed as a decimal) multiplied by the number of days paid recreation leave covered by the award divided by 5.

LA = Award leave allowance divided by 5.

WC = The recommended rate (expressed as a decimal) of contribution of Workers Compensation in accordance with the relevant legislation.

PT = Payroll tax percentage (expressed as a decimal).

S = Rate of employer's superannuation as a percentage of the employees’ wages in accordance with the relevant award (expressed as a decimal).

1. Publish Price List Formula



(Note: **\*** = means multiplication)

Where:

RP = Revised customer price.

TP = Tendered price (or latest revised price)

PLPo = Published list price effective on the date 7 days before tender

closing (the base date), or the published list price upon which the latest revised customer price is based.

PLP = Published list price effective at date price variation

application is lodged.

Where the supplies are imported, and the published price list is in an overseas currency, the above formula shall be modified as follows:-



(Note: **\*** = means multiplication)

Where:

Eo = The exchange rate as published in the Sydney

Morning Herald on the base date, expressed as selling price A$=

E = The exchange rate most recently published in the Sydney Morning Herald at an exact monthly interval from the base date, expressed as selling price A$=

1. CPI Option

RP = OP \* L

Lo

(Note: \* = means multiplication)

Where:

RP = Revised Customer Price.

OP = Original Customer Prices.

L = CPI at price variation date.

Lo = CPI at the Base Date.

### List of agreed variations

|  |  |  |  |
| --- | --- | --- | --- |
| Type | Change made | Date of execution | File path |
| Price |  |  |  |
| Product |  |  |  |
|  |  |  |  |

## Dispute resolution

Disputes are to be managed in accordance with the Dispute Schedule [section number] of the deed of agreement. Escalation levels within NSW Procurement and the supplier are currently as follows:

| Level | NSW Procurement | Supplier |
| --- | --- | --- |
| 1 | Secretary |  |
| 2 | Deputy Secretary |  |
| 3 | Executive Director Government Services |  |
| 4 | Category Director |  |
| 5 | Category Manager |  |

### Dispute notices

Either party may give written notice of a dispute to the other party via a Dispute Notice. The notice must provide details of the history and circumstances of the dispute and give reasons for why the party is disputing the issue.

Disputes subject to a Dispute Notice must be settled within five business days, or else escalated through the dispute resolution process detailed in [section 1.3] of the Dispute Schedule.

| Date | Issued by | Issue | Response/ Escalation | Resolution Date |
| --- | --- | --- | --- | --- |
|  | NSWP/ Supplier |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

### Mediation

If the parties are unable to resolve a dispute directly or via senior management, they may agree to a mediation process. NSW Government standard terms require the mediation to be administered by the Australian Commercial Disputes Centre (“ACDC”) and conducted in accordance with the ACDC Mediation Guidelines.

If the supplier is a “small business” (an Australian or New Zealand based firm that has an annual turnover of under $2 million in the latest financial year), then the parties may agree to refer the dispute to the Small Business Commissioner for mediation.

## Contract review

| Review Type | Frequency & date due | Generated by | Actions/ Outcomes |
| --- | --- | --- | --- |
| E.g. Contract Review | Annually |  |  |
| E.g. Price review | As defined in the contract |  |  |
| E.g. Opportunity Assessment | Each contract extension |  |  |
|  |  |  |  |
|  |  |  |  |

### Negotiation opportunities

| Opportunity | Timeframe | Outcome |
| --- | --- | --- |
| E.g. extension option |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Contract change log

| Detail | When | Why |
| --- | --- | --- |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## Contract expiry

At the expiry of the contract, the supplier must handover all necessary records and information to ensure, at a minimum, that recordkeeping, data capture and intellectual property requirements are met.

Similarly, NSWP must provide any outstanding reports, payments or other items to the supplier including the discharge of any performance and related financial guarantee.

### Exit plan

The Exit Plan will vary between contracts, but should address at least:

* return of any documents
* return or transfer of any inventory
* access to any software coding on interface information that allows for on-going use and maintenance of any software that has been developed and paid for under the contract
* maintenance of confidentiality
* terms of any disclosure of any info‎ to the media
* use of any IP that had been developed as part of the relationship
* return of any security access
* use of any Government branding.

An exit plan template is available.

File path/link to exit plan: [Link/File path]

### Transition plan

If the contract has been renewed and a new supplier is in place, a transition plan will also be required. The transition plan assists with successful on-boarding of the new supplier and exit of the incumbent

A transition plan template is available.

File path/link to transition plan: [Link/File path]

# Benefits realisation

## Benefits register

| ID | Description | Owner | Data Source | Type | Baseline ($K) | Target ($K) | Actual ($K) | Variance ($K) | Comment/Actions |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 |  |  |  | Financial Non-Financial |  |  |  |  |  |
| 2 |  |  |  | Financial Non-Financial |  |  |  |  |  |
| 3 |  |  |  | Financial Non-Financial |  |  |  |  |  |
| 4 |  |  |  | Financial Non-Financial |  |  |  |  |  |
| 5 |  |  |  | Financial Non-Financial |  |  |  |  |  |
| 6 |  |  |  | Financial Non-Financial |  |  |  |  |  |

**Note:** Savings and key qualitative benefits must be recorded in the NSW Procurement Benefits Register with the PMO. For more information on benefits realisation refer to the NSW Government [Benefits Realisation Management Framework](https://www.finance.nsw.gov.au/publication-and-resources/benefits-realisation-management-framework).

# Risk management

| Category | Description | Likelihood Rating | Impact Rating | Financial Impact Range | Risk Level | Insurable (Y/N) | Insurance Type | Other Mitigation |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |
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**Note:** Risk definitions are available from the Procurement Risk Register (section P1 - Analyse Business Needs), which can be referenced here instead of completing the above table.

Appendix A – Supplier listing

Complete table or provide Bravo contract reference number

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Supplier | Preferencing | Account manager | Phone | Email |
|  | Choose an item. |  |  |  |
|  | Choose an item. |  |  |  |
|  | Choose an item. |  |  |  |
|  | Choose an item. |  |  |  |
|  | Choose an item. |  |  |  |
|  | Choose an item. |  |  |  |
|  | Choose an item. |  |  |  |
|  | Choose an item. |  |  |  |

Appendix B – Supplier copy

Please complete the Contract Management Plan – Supplier Copy to discuss with the supplier. When agreed, place a signed copy on file with this Plan.

File path (signed copy):

|  |
| --- |
| NSW Procurement | Department of Finance, Services and Innovation  Address: Level 11, McKell Building, 2-24 Rawson Place, Sydney NSW 2000  Phone: 1800 679 289 | TTY: 1300 301 181 |

1. Refer [Supply Positioning Tool](https://servicefirstcloud.sharepoint.com/sites/NSWProcurement/NSWP/SGPMO/library/Library/Supply%20Positioning%20Tool.xlsx) [↑](#footnote-ref-1)
2. Refer [Supplier Preferencing Tool](https://servicefirstcloud.sharepoint.com/sites/NSWProcurement/NSWP/SGPMO/library/Library/Supplier%20Preferencing%20Tool.xlsx). For panel contracts, if suppliers have different preferencing, indicate the outcome in the multiple supplier list at [Appendix A](#Appendix_A_Supplier_Listing) [↑](#footnote-ref-2)
3. For panel contracts, attach supplier contact list at Appendix A [↑](#footnote-ref-3)
4. **Operational** – category team member and supplier representative responsible for day to day performance of the contract

   **Tactical** – category manager and supplier account manager with responsibility for the relationship and overall effectiveness of the category/contract

   **Strategic** – Director or Executive Director and supplier General Manager (or equivalent) with responsibility for long term strategy and relationship development [↑](#footnote-ref-4)