



第七十届会议

议程项目 140

联合检查组

## 联合国系统合同管理和行政

### 秘书长的说明

秘书长谨向大会成员转递联合检查组题为“联合国系统合同管理和行政”的报告。



联合国系统  
合同管理和行政

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联合国

## 内容提要

### 联合国系统合同管理和行政 JIU/REP/2014/9

联合国系统各组织为履行自己的使命并完成其方案计划,在 2013 年拨付的货物和服务合同款超过 160 亿美元。如此大量的资源说明各组织在与承包商交易过程中所面临的风险之大。

成员国和捐助方期盼这些组织建立起治理结构,制定问责措施,确保合同切实有效的管理,最大限度减少欺诈、腐败和管理不善的风险。为此,各组织着手开展了采购程序现代化和简化改革。目前已在许多方面取得了进展:采购职能得到加强,采购平台和网络已建立起来,联合国系统各组织的采购政策和做法继续在相互协调。

但是,这些改革主要还集中在采购过程中的合同“授标前”的活动上,对“授标后”(即合同签订后)如何有效管理合同的方法问题注意得较少。而事实上授标后合同管理恰恰是采购周期中风险最大的一个方面。无论合同对象的确定和批出做得如何妥贴,授标后的活动才是合同目标如何有效实现以及在履约的绩效、按时、质量和成本方面履约程度的决定因素。

联合检查组(联检组)开展本次审查的目的是分析联合国系统各组织货物与服务合同授标后如何管理的情况,争取总结出良好的做法和吸取的教训,探索需要进一步完善的领域,加强全系统的协调一致。

用于本审查时,“合同管理”指合同授予后发生的活动,包括“合同行政”方面的有关活动。

联合国系统各组织签订的货物与服务合同有各种各样,在价值、合同期和复杂性方面会有显著的不同。因而,合同管理的性质和范围将取决于每个合同的规模、性质、复杂性和风险。本审查报告不述及合同授予后管理做法的全部内容和问题,而主要集中在某些领域共同面临的挑战上,例如:合同管理、人力资源和能力建设的治理、绩效监测、合同变更的管理、自动化支持系统、以及各组织之间的调谐/合作。

审查报告发现若干方面的合同管理做法有缺陷,这支持了联合国系统各组织内部和外部审计做出的类似调查结论。整个联合国系统的合同管理缺点彼此相似,采购的规模和数量又大,说明所有的利益攸关方必须一致努力应对这一系统性的挑战。除非政策和程序进一步完善,并采取具体行动强化授标后合同管理的做法,否则本报告确定的种种缺点还会继续出现。

## 主要意见和调查结论

### 合同管理政策和程序规定不清，不敷需求

- 联合国系统上下管理层和工作人员都确认缺乏专门针对合同管理的详细政策和程序，必须加强指导授标后的合同管理工作。但是，即使在少数确实有指导的情况下，也还是不具备保障始终如一遵循有关政策和程序的机制(建议 1 和 2)。

### 合同管理的结构、作用和责任须加以明确规定

- 大多数组织的合同由采购干事签署，但是随后的合同管理工作却交由申购人、项目管理人及其他方面负责，而采购干事或其他合同管理专家的参与十分有限。大多数情况下，授标后合同管理相关的作用和责任规定不清或授权不当。但是，向授标后管理合同的人员明确授予权力和责任对合同管理体系妥善运作十分关键，尤其是在授权进行采购之后更是如此。如果没有规定这种授权，有证据显示出现了问责不力和缺位的现象(建议 3)。
- 专门负责合同管理的股/科配备精通合同管理的专业人员作用提高，公私两部门都认为是最佳做法。采购量大或者合同性质复杂，证明实现合同管理职业化以及建立合同管理科室有其必要，这两方面需要联合国系统高级管理层和合同管理实际工作人员予以关注(建议 4)。

### 培训和能力建设方面的挑战

- 审查报告发现，联合国系统多数组织合同授予后有可能缺乏足够的具有管理合同合适才能的工作人员。因此，许多组织面临的挑战是今天或是未来是否有足够的力量和技巧管理方案工作量日大的合同。现有的培训课程深度不够，不足以涵盖采购程序的全过程，因为培训主要着重的是采购过程的前端(先期征集、筛选和合同授标)。多数组织忽视了授标后如何管理合同问题的培训(建议 5 和 6)。

### 合同管理层风险管理缺位

- 在多数经审查的组织中，涉及采购的风险管理计划如果存在也只是针对授标前采购阶段的风险，一般都关系到承包商筛选所涉的问题。没有发现任何授标后阶段开始时进行系统性风险评估的实例，这种评估除了查明风险之外，还会有助于确定需要开展何种合同管理活动，合同管理工作应如何配备人员，是否需要以及需要哪种专门技能(建议 7)。

### 合同履行情况的监测工作需要改进

- 授标后定期监测合同履行情况十分关键，有助于确保货物和服务的按时、按预算提供，达到质量的标准，尤其是在组织风险最大最为复杂的合同更需定期监测。缺乏持续不断的专家监测，就有承包商履约表现差、提供的服务不如预期或者所付款项超过所提供的服务的价值的危险。几个组织虽然大力加强合同监测，发布经过改进的指导和监测程序，但是本次审查以及外地办事处提供的证据表明这方面仍然存在不足之处。

### 承包商履约情况报告不系统进行

- 承包商履约情况评估是采购过程中一个重要的环节，反映了承包商展现其能否达到某一合同成本、进度和性能的预期目标的程度。此外也反映了承包商的诚信和业务操守，终端用户的满意度等相关信息。对承包商的评估没有系统进行，例外情况不多，而且在许多情况下，为负责进行这种评估的人员提供指导的机制也不明确。此外，多数组织没有承包商绩效评估记录存档的中央系统(建议 8)。

### 需建立一个协调的供应商制裁框架

- 目前，联合国系统各组织正在努力建立相互类似的供应商审查框架，从而能够记录并共享承包商的表现情况。目的是制定一个集中的不合格供应商名单，其中载有具体机构作出的供应商不合格或制裁决定，名单收入内容是通过一个按规则处理的通用程序确定的。这样一种制度有助于各组织筛选承包商时作出知情的决定，尽量减少在一个组织绩效不良或存欺诈的承包商在另一个组织又拿到合同的可能性。

### 合同修改

- 在执行一项合同的过程中所作的修改随着时间和情况的变化作出修改是不可避免而且时有发生。修改可能涉及合同期、具体规格、提供的货物/服务、或行政性修改。为何发生修改以及如何加以管理的问题是有效执行合同的重要环节。
- 没有一个组织能够轻易汇总介绍现行合同或过去合同修改的原因和结果等情况。有些修改反映了成本超支、工程延误和不合理延长时间、以及接受了低劣的产品和服务等问题，这表明在合同管理期间出现了种种缺陷。由于受审查组织缺少文献记载，因而无法对这种缺陷的影响进行量化和定性。涉及系统性缺陷的修改情况缺少资料，无法采取补救行动，因而会有碍经济有效地落实方案(建议 9)。

### 合同补救办法未必实行

- 如果合同没有按照规定的条件执行或者合同遭到违反，补救办法对一个组织只有保护作用。虽然这是标准合同的构成条款，但是，本次审查发现，补救办法实际上往往得不到施行，尤其是实体违约金和/或履约保证金时得不到施行。
- 由于缺乏纪律规定或专门知识，不去收集必要证据以便援引违约金条款或提出履约保证金索赔，联合国系统多数组织对承包商似乎颇为宽容，致使这些组织及其方案却受到经济损失(建议 10)。

### 保障体系和控制

- 诸如审计、调查和评估功能等内部监察机制以及外部监察机制对合同管理工作的效率和效益具有保证和检查作用。但是，运用保障和控制机制——诸如内部定期审查和绩效衡量办法等监测全组织采购活动的组织为数不多。虽然有些总部采购办公室制定了绩效衡量办法，帮助评估全组织采购工作的有效性，但是，这种种努力如果也注重合同授标后的问题则会更有成效。

### 信息系统对合同管理活动支持不力

- “机构资源规划”系统虽然为采购相关流程提供一般功能，但是很少有处理授标后合同管理的功能，诸如履约情况监测、各种警示功能、有关支出、或者每个采购干事或每个承包商的支出的实时信息。例如，不大可能知道任何一刻的累计超支额或一个组织面临的承包所涉的债务总额，也未必一定能够报出一个承包商从组织的各个部门获签的合同总值多少。缺乏这种信息会阻碍知情的决策，妨碍合同的切实有效、高效的管理(建议 11)。

### 联合国系统采购工作的协调与合作

- 行政首长协调委员会——高级管理委员会——采购网在联合国系统一系列协调活动问题上取得了长足的进展。但是，对授标后合同管理缺乏关注是一个令人关切的问题，因为该采购网的一些成员将这个问题视为二等问题。授标后合同管理是采购周期的全过程中的一个高风险领域，可以利用各机构间协调适用政策、程序和准则方面的合作而受益(建议 12)。

## 建议

### 建议 1

联合国系统各组织的立法机关应该指导本组织的行政首长更新并在必要时制定特定的政策、程序、指南和后续体系，确保授标后合同活动切实有效、高效的管理。

### 建议 2

联合国系统各组织的行政首长应该在其年度内部控制说明中列入掌握采购和合同管理权的人员的证书，证明合同的执行完全符合本组织的政策、程序和规则。

### 建议 3

联合国系统各组织的立法机关应该指示本组织的行政首长建立一种制度，按其规定以书面通知指定管理授标后合同的人员管理合同时所负的接受问责及其他各种责任，并具备管理合同所需的资质。

### 建议 4

联合国系统各组织行政首长应该重新评估授标后合同管理按现有和预计合同量、价值、复杂性和类别计算所需的财务和人力资源，确定保证钱尽其用和组织目标的实现所需的最佳(例如集中或分散的)支持架构。

### 建议 5

联合国系统各组织行政首长应该制定本组织特定的合同管理培训方案，其中包括所有负责管理具有一定规模、价值和复杂性的合同的人员的必修课程。

### 建议 6

联合国系统各组织行政首长应该确保合同管理人员的主管在这些人员的年度绩效评估中列入合同管理标准。

### 建议 7

联合国系统各组织行政首长应该确保具有某种价值和复杂性的合同具备风险管理计划，涵盖授标后的合同活动。这种计划应该包括风险缓解措施，还包括为执行这种措施的那些人员明确规定责任。

### 建议 8

联合国系统各组织行政首长应该确保本组织具备一种承包商达到合同要求方面的情况的记录和报告制度，分配承包商履约情况报告完整性确保责任和管理责任。

建议 9

联合国系统各组织行政首长应该在本组织开展研究，分析超过一定阈值后修改合同的原因，查明造成成本提高和延误的系统性缺陷。最后应该采取补救行动，弥补这种缺陷。

建议 10

联合国系统各组织行政首长应该确保合同的标准条款中含有可适用的水平适当的违约金和其他补救措施的规定，并明智地加以执行，以保护本组织的权益。

建议 11

联合国系统各组织行政首长应根据成本/效益分析，并参照对合同管理功能的需求程度，加强诸如“企业级资源规划”系统等现有信息技术系统的能力，或者考虑采用其他专门的合同管理系统，以支持授标后合同活动的管理。

建议 12

联合国秘书长以行政首长协调委员会主席的身份应该确保授标后合同管理问题列为高级别管理委员会采购网的一个议程项目，并在联合国系统内采购工作专业化和协调化的日常工作中加以处理。



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## 缩略语

BOA	审计委	联合国审计委员会
CATS	合管跟踪系统	合同管理和跟踪系统(开发署)
CCPM	合同履约股/科	合同遵守和履约情况管理股/科(外勤部)
CEB	协调会	联合国系统行政首长协调委员会
CIPS	采供学会	英国皇家采购与供应学会
CM-PAM	合管评估模型	合同管理合管评估模型
DFS	外勤部	外勤支助部(联合国秘书处)
DPKO	维和部	维持和平行动部
ERP	企资规划	企业级资源规划
FAO	粮农组织	联合国粮食及农业组织
FRR	财务条例	财务细则和条例
HCCs	总合委	总部合同委员会
HLCM PN	高管委采购网	高级别管理委员会采购网(行政首长理事会)
IAEA	原子能机构	国际原子能机构
IAPWG	跨机构采购组	跨机构采购工作组
ICAO	民航组织	国际民用航空组织
IFAD	农发基金	国际农业发展基金
ILO	劳工组织	国际劳工组织
IMF	货币基金	国际货币基金
IMO	海事组织	国际海事组织
IT	信技	信息技术
ITC	国贸中心	国际贸易中心
ITU	国际电联	国际电信联盟
JIU	联检组	联合检查组
KPI	履约指标	关键履约情况指标
OHCHR	人权高专办	联合国人权事务高级专员办事处
OIOS	监督厅	内部监督事务厅(联合国秘书处)
PAHO	泛美卫生	泛美卫生组织
RCCs	区合委	区域办事处合同委员会
UNAIDS	艾滋病规划署	联合国艾滋病病毒/艾滋病联合规划署
UNCTAD	贸发会议	联合国贸易和发展会议
UNDP	开发署	联合国开发计划署

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UNECA	非经委	联合国非洲经济委员会
UNEP	环境署	联合国环境规划署
UNESCO	教科文组织	联合国教育、科学及文化组织
UNFP	人口基金	联合国人口基金
UNGM	全球采购网	联合国全球采购网
UNGSC	全球服务中心	联合国全球服务中心
UN-Habitat	人居署	联合国人类住区规划署
UNHCR	难民署	联合国难民事务高级专员办事处
UNICEF	儿基会	联合国儿童基金会
UNIDO	工发组织	联合国工业发展组织
UNODC	毒罪办	联合国毒品和犯罪问题办事处
UNOG	日内瓦联办	联合国驻日内瓦办事处
UNON	内罗毕联办	联合国驻内罗毕办事处
UNOPS	项目厅	联合国项目事务厅
UNPD	采购司	联合国采购司(联合国秘书处)
UNRWA	近东救济工程处	联合国近东巴勒斯坦难民救济和工程处
UNWTO	世旅组织	联合国世界旅游组织
UPU	万国邮联	万国邮政联盟
WFP	粮食署	世界粮食计划署
WHO	世卫组织	世界卫生组织
WIPO	知识产权组织	世界知识产权组织
WMO	气象组织	世界气象组织

## 一. 引言

1. 近年来，各立法和咨询机构，包括大会及行政和预算问题咨询委员会都强调，需要建立更加健全的采购机制，以确保在实施联合国系统出资的方案和活动时做到物有所值。监督机构，例如各组织的内部和外部审计办公室对合同管理和行政方面的问责问题表示关切，并对合同高效、有效的执行缺乏保障表示担忧。
2. 因此，各组织近年来推出了采购活动现代化和精简化改革。改革大多侧重为采购货物和服务制定合适的采购计划，在合理的价位上选择最优秀的承包商，但是基本都忽略了合同管理和行政问题。
3. “合同管理”与“合同行政”这两个术语通常作为同义词使用。用于本审查时，“合同管理”涉及货物和服务合同授与后发生的活动，包括“合同行政”方面的活动。因此，用于本审查时，合同管理指“确保具有法律约束力的协议(合同)各方均尽量高效、有效完成各自义务、提供所需的业务和运营产出并做到物有所值的过程”。<sup>1</sup>
4. 合同管理包含采购周期的“授标后”阶段，而申购和采购活动构成“授标前”阶段(见图 1)。合同管理包括诸如合同监测和报告、变更管控、争端解决、财务管理和合同完成等活动。

图 1  
采购周期



5. 虽然授标前的合同活动不是本审查的重点，但是审查也考虑到授标后阶段的某些因素与合同授与前的行动和决定密切相关。合同有效管理的前提是合同文件内容明确、系统周密，对合同进行了适当宣传，在授与合同前认真评估了承包商的标书/提案。

### A. 目的和范围

6. 本审查涵盖联合国秘书处、<sup>2</sup> 基金和计划(规划)署、专门机构以及联合国原子能机构，包括总部和外地的活动。

<sup>1</sup> 《联合国采购人员指南》，2006年11月，第三章，第3-90页。

<sup>2</sup> 在联合国秘书处内，本审查涵盖外勤支助部(外勤部)和管理事务部(管理部)——采购司。

7. 审查目的是分析联合国系统各组织在合同授与后管理货物和服务合同的方法和惯例，以期总结良好做法和/或经验教训，探索需要进一步完善的领域，加强全系统的协调一致。

8. 联合国系统各组织签订各类合同在价值、合同期和复杂性方面有很大差异。因此，合同管理的性质和范围将取决于每个合同的规模、性质、复杂性和风险。因资源有限，本报告未述及合同管理惯例的全部内容和问题，而是集中在某些领域的共同挑战上，例如：合同管理的治理问题、人力资源和能力建设、履约情况监测、合同变更、自动化支持系统以及各组织之间的协调/合作。

9. 本审查不涉及与特殊类型的合同，例如开发信息技术系统的大型合同有关的具体问题，这类合同涉及的是重大阶段性的开发，而不是持续的服务，本审查也不涉及建筑类合同，这类合同与主要的服务合同有本质区别。建筑类合同需要专业知识以及由工程师组成的建筑管理团队，联合国内部的工作人员通常没有这方面的专长。<sup>3</sup> 同样，管理长期协议、赠款或与实施伙伴的协议涉及非常规合同签订法，联检组之前的报告探讨了管理这类合同的一些方面。<sup>4</sup> 此外，本审查也不涉及价值较低的采购/短期采购定单以及通过顾问合同雇佣的个体承包商提供的服务。

10. 应当指出，联检组关于采购问题的其他报告<sup>5</sup> 指出了合同管理方面的不足；但是这些报告都不是以合同管理为重点，因此没有深入讨论该问题。本报告作为上述报告的补充，专门探讨了授标后的合同管理问题。

11. 并非所有组织都需要顶尖的合同管理程序和方法才能妥善管理合同。例如，合同(比较复杂)而数量较少的组织可能不需要全自动化系统管理其合同。而管理复杂、价值高或数量大的合同的程序和能力显然有别于管理小合同的程序和能力，它需要先进的方法和技术。本报告力求探讨在不同层次上对所有类别都适合的合同管理活动。因此，并非每条建议都同等地适用于参加本审查的所有组织。

## B. 方法

12. 编写本报告采用了以下方法：(1) 详细的问卷调查，(2) 全系统的访谈，(3) 基于下文所述合同管理—合管评估模型(合管评估模型)开展的有针对性的调查。向

<sup>3</sup> 《联合国系统各个组织的基建/翻修/新建项目》(JIU/REP/2014/3)。

<sup>4</sup> 《联合国系统内长期采购协议审查》(JIU/REP/2013/1)；《联合国系统各组织的实施伙伴管理审查》(JIU/REP/2013/4)。

<sup>5</sup> 《联合国系统内的采购做法》(JIU/REP/2004/9)；《联合国系统各组织的公司咨询》((JIU/NOTE/2008/4)；《联合国系统采购改革》(JIU/NOTE/2011/1)。

所有(28个)参加审查的组织发送了调查问卷,收到24个组织的答复。<sup>6</sup>根据答复,与部分组织总部的官员进行面谈,横向对比了解各基金、计划(规划署)和专门机构的情况,<sup>7</sup>侧重联合国系统内采购量大的组织。<sup>8</sup>还广泛地访问了各组织<sup>9</sup>驻内罗毕的外地办事处的工作人员。数据收集阶段还收到了国际货币基金(货币基金)和世界银行提供的信息。

13. 检查专员对所有参与编写本报告的人员,尤其是参加访谈并踊跃分享其知识和专长的人员表示感谢。特别感谢人口基金、工发组织、知识产权组织、劳工组织和联合国秘书处(监督厅)为联检组建立合管评估模型所作的宝贵贡献。

14. 本审查还考虑到了联合国系统各组织的内部和外部审计办公室关于采购的审计结果。它们近年来在采购和合同管理方面的审计工作对揭示这些组织合同管理工作面临的大量挑战很有帮助。检查专员认为审计报告中的信息十分宝贵,感谢审计办公室在审查过程中给予的配合和帮助。

15. 随后开展了内部同行审评,征求联检组所有检查专员的意见。还向联合国各组织及其他利益攸关方分发了报告草稿,以便其纠正任何事实偏差,并就调查结果、结论和建议发表意见。

16. 附件五载有一份表格,标明报告送交被审查组织的理事机构和行政首长是需要采取行动还是仅供参考。

#### 合同管理过程评估模型

17. 联检组制作了合管评估模型,作为一种工具,用以评估各组织授标后阶段管理合同所涉各程序。合管评估模型的开发借鉴了公共和私营部门的许多实体以及学术界在采购评估模型方面的工作成果。<sup>10</sup>这些实体为衡量整个采购过程的发展动态提供了评估工具,但是对授标后各项活动的评估不够具体,达不到本报告的目的。因此而开发了合管评估模型,为的是侧重并更加有力地探讨授标后活动,同时也为联合国系统各组织提供了一项专门的评估工具(见附件一第一部分和第二部分)。

<sup>6</sup> 联合国、开发署、环境署、人口基金、难民署、儿童基金、毒罪办、项目厅、近东救济工程处、妇女署、粮食署、粮农组织、原子能机构、民航组织、劳工组织、海事组织、国际电联、教科文组织、工发组织、世旅组织、万国邮联、世卫组织、知识产权组织、气象组织。

<sup>7</sup> 联合国、开发署、环境署、难民署、儿童基金、毒罪办、项目厅、粮食署、粮农组织、原子能机构、国际电联、教科文组织、工发组织、世卫组织/泛美卫生、知识产权组织。

<sup>8</sup> 《2013年联合国采购年度统计报告》,联合国项目事务厅。

<sup>9</sup> 监督厅、开发署、环境署、人口基金、儿童基金、内罗毕联办、项目厅、非索特派团支助办、粮食署。

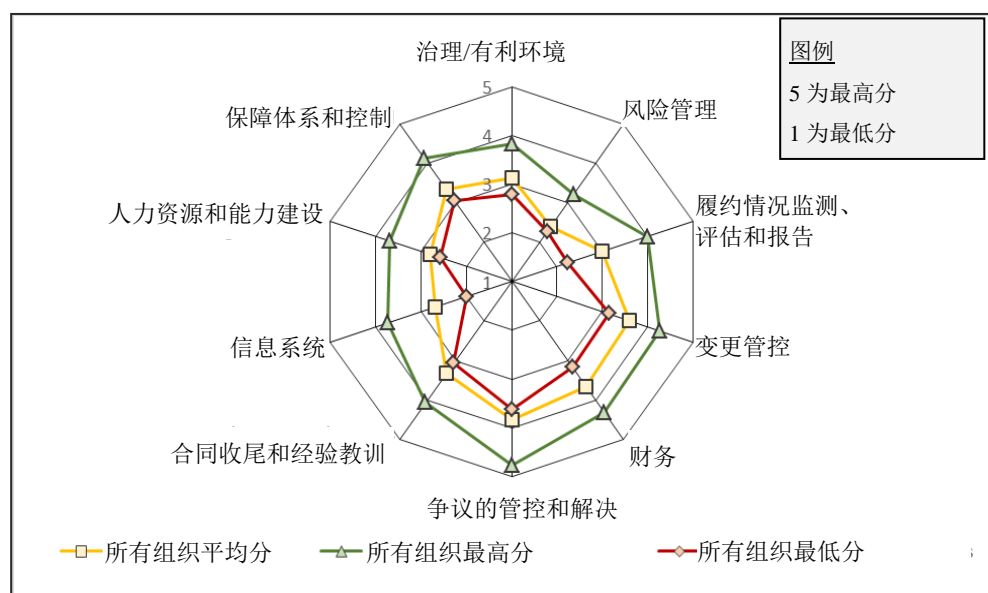
<sup>10</sup> 包括国际合同与商业管理协会的能力成熟度模型、Garrett 和 Rendon 的合同管理成熟度模型(2005年)、经合组织采购体系评估方法以及美国政府问责办公室(审计总局)的联邦机构采购职能评估框架。

18. 合管评估模型基于一种自我评估法，采用横断面问卷调查，其中包含的问题涉及十大类合同管理。调查以不记名方式进行，向主要依据采购量选定的 14 个组织<sup>11</sup>的合同管理人员(例如订约干事、申购人、项目经理)发送了调查问卷。答复率为 27%(262 份答复)。计分方法和调查问题详见附件一。

19. 联合国系统各组织的答复汇总及相关总评分结果见图 2。总体而言，下图显示，从累计结果来看，整个联合国系统的授标后合同管理活动大多处于平均水平，风险管理、信息系统和人力资源/能力建设这三类明显低于平均水平。不过，应当指出，虽然部分类别的某些分数可能处于或高于平均水平，但是整体而言仍有改进空间。

图 2

联合国系统 14 个组织合管评估模型累计调查结果



<sup>11</sup> 联合国秘书处、儿童基金、开发署、粮食署、难民署、世卫组织、项目厅、泛美组织、人口基金、粮农组织、知识产权组织、劳工组织、教科文组织和工发组织。



20. 本报告发布时，每个组织还将收到本组织的调查结果，将能够对比每个类别的最高分、平均分和最低分，看自己相对处于什么位置。

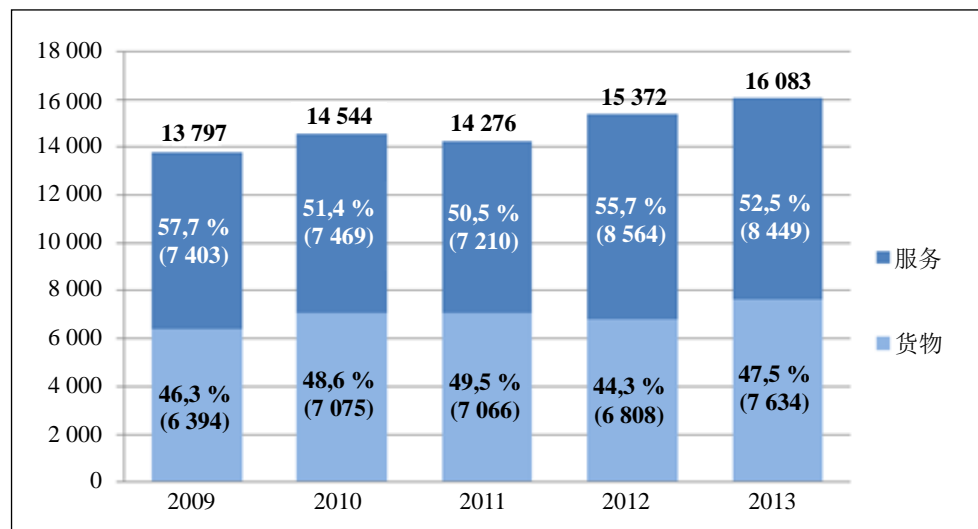
21. 对本报告而言，合管评估模型调查收到的数据提供了大量信息，更坚定了通过访谈以及从各组织收到的其他问卷答复得出的看法和结论。受访者在回答开放式问题时提到的挑战特别有用(见附件一第三部分)。本报告酌情在不同章节重点标出了调查结果和数据。

### C. 背景

22. 联合国系统各组织每年采购价值超过 160 亿美元的货物和服务，其中服务占 52%，货物占 48%(见图 3)。

图 3

2009-2013 年货物和服务采购总额(百分比和百万美元)



资料来源：联合国采购司。

23. 表 1 显示，联合国各组织的采购总额持续上升：2012 年比 2011 年增加 11 亿美元(7.7%)，2013 年比 2012 年增加 7.11 亿美元(4.6%)。自 2008 年以来，联合国系统的服务采购额已超过采购总额的一半以上。采购额最高的四个机构——联合国秘书处采购司、儿基会、开发署和粮食署占采购总额的 67%，采购额最高的十大机构占采购总额的 91%。因此，本审查主要侧重采购额高的机构。

表 1  
按组织分列的采购额(千美元)

组织名	货物		服务		总计	
	2012	2013	2012	2013	2012	2013
采购司	1 044 293	1 123 312	1 827 435	1 873 770	2 871 728	2 997 082
儿基会	1 870 145	2 251 686	587 016	489 333	2 457 161	2 741 019
开发署	761 676	811 168	2 412 240	1 817 718	3 173 916	2 628 886
粮食署	1 263 143	1 160 831	1 220 840	1 315 727	2 483 983	2 476 558
难民署	284 425	533 819	277 645	418 816	562 070	952 635
世卫组织	135 093	210 421	554 500	561 425	689 593	771 846
项目厅	247 130	250 228	492 590	499 103	739 720	749 331
泛美卫生	625 025	557 214	9 882	27 772	634 907	584 986
人口基金	215 365	216 887	119 852	148 980	335 217	365 867
粮农组织	39 108	136 993	47 421	183 129	86 529	320 122
其他	322 221	381 218	1 015 055	1 113 884	1 337 276	1 495 102
<b>总计</b>	<b>6 807 624</b>	<b>7 633 777</b>	<b>8 564 476</b>	<b>8 449 657</b>	<b>15 372 100</b>	<b>16 083 434</b>

资料来源：《联合国采购情况 2013 年年度统计报告》，略有修改。

## 二. 治理和有利环境

### A. 合同管理政策和程序规定不清，不敷需求

24. 除联合国维持和平行动部外，联合国其他实体都没有合同管理政策。各组织的采购手册通常只是轻描淡写地述及合同管理问题。

25. 例如，某组织只是提到采购规划做得好有利于合同管理，但是没有对实际的合同管理过程作明确的说明。另一个组织的采购手册只是在承包商评估专题下简短地提及合同管理。还有一个组织的采购手册将“税收和支付”以及“违约或合同终止”描述为合同管理工作项下仅有的两个领域。附件二列出了与合同管理和行政有关的政策和程序。

26. 《联合国采购人员指南》、<sup>12</sup>《联合国采购手册》以及儿基会、人口基金、项目厅、泛美卫生、近东救济工程处、知识产权组织、劳工组织、世旅组织和民航组织的类似手册(见附件二)将合同管理作为采购过程中必不可少的组成部分，描述了一些属其范围的相关工作。《指南》作了比较全面的介绍，采用了基于过程的解释法，而相比之下其他手册则采用了偏于静态的解释法。粮农组织提供了服务合同管理指导方针和框架协议。本审查进行时，工发组织和粮食署正在制定专门针对合同管理的指南。泛美卫生已将这类指南纳入其采购手册。

27. 整个联合国系统的受访者都承认缺乏专门针对合同管理的——例如以标准业务手册这种形式体现的——政策、程序和细则，承认必须加强对授标后合同管理工作的指导。此外，合管评估模型调查 45% 的作答者称，对授标后的政策、程序和规则不作系统的复查和改进；31% 的作答者指出，这些政策、程序和规则并不依据合同规模、复杂性或价值作出区分。

28. 然而，即使在确有指导的情况下，也还是没有机制保障管理合同时始终如一遵循现有政策和程序。

29. 联合国系统上下的内部和外部审计师<sup>13</sup> 报告称，合同管理的许多缺陷是因为缺乏明细的政策和程序，以及/或工作人员未能适当履行职责并为其行为受到问责。

<sup>12</sup> 2006 年，机构间采购工作组为联合国系统内的采购人员编写了《指南》。机构间采购工作组是高管委采购网的前身。

<sup>13</sup> 审计委、监督厅，以及人口基金、粮食署、粮农组织、项目厅、开发署及其他组织的内部审计办公室。

30. 落实建议 1 将提高合同管理活动的和实效和效率。

**建议 1**

联合国系统各组织的立法机关应该指导本组织的行政首长更新并在必要时制定特定的政策、程序、指南和后续体系，确保授标后合同活动切实有效、高效的管理。

31. 落实建议 2 将加强合同管理的管控、合规和问责。

**建议 2**

联合国系统各组织的行政首长应该在其年度内部控制报表中列入掌握采购和合同管理权的人员的证书，证明合同的执行完全符合本组织的政策、程序和规则。

## B. 合同管理的结构、作用和职责未作明确规定

32. 授权采购部门代表组织作出资金承诺是联合国系统所有组织的一道正式程序。在大多数情况下，采购干事依据其授权签署合同。组织内的部门主管和高级官员还有额外的采购权限。开发署具备一种采购能力评估框架，由总部的采购小组前往国家办事处评估其采购能力，根据评估结果授与该办事处一定金额内的采购权限。粮食署的采购干事参与合同制定和行政，但是实际签署则由总部或外地办事处拥有采购权的高级官员完成。

33. 大多数组织由采购干事授与并签署合同，但是合同授与后的管理工作大多转由申购人、项目经理或其他方面负责，采购干事和/或其他干事的参与减少。<sup>14</sup> 参与授标后管理工作的人员的作用和职责通常都没有明确的规定。虽然有些组织宣称自己的政策和程序足够明确，但是大多数实地受访者指出作用和职责中存在许多灰色地带。

34. 采购干事在授标后阶段的作用基本局限于从行政上处理合同的修订或延期、合同收尾、记录保管以及与承包商的争议的干预措施等事务。但是，通常没有一个现成的制度，确保采购干事在合同执行过程中能够持续和及时地参与。向采购干事提出问题是申购人的事，而这种做法往往也不是一而贯之。

35. 特别是对于有大量服务类合同且采购职能分散的组织，当授标后的合同管理完全由申购人、项目经理或其他在合同管理中承担主要责任却通常不具备这方面专长的人员负责时，就会出现这个问题。许多国家办事处高度依赖有其他主要职责的人员(方案干事、项目经理等)额外行使合同管理职责，他们不是专业的合同管理人或订约干

<sup>14</sup> 不过，民航组织称其合同直接由采购干事管理。

事。在大多数情况下，对这类人员的年度业绩考评只反映与任务有关的职责，不涉及采购管理活动，也不考虑他们有没有遵照执行合同管理程序。

36. 此外，本审查以及大量内部审计报告都显示，并非所有合同管理人都充分了解他们的确切职责和应开展的工作。他们也未必清楚与承包商打交道的方式可能对合同的履行和成本产生怎样的影响。例如，对承包商作出口头承诺可能构成对合同的更改，导致采购干事之后就更改事宜进行谈判时处于不利地位；任由合同到期，事后才要求合同延期造成较高成本；在货物/服务尚未收到的情况下批准付款；以及未保存应有的记录或在需要时无法执行履约担保条款。这样的事例不胜枚举，这只是其中几例，说明工作人员合同管理技能有限，又没有明确的政策和程序作为依据，着手从事授标后合同管理工作会出怎样的差错。

37. 在总部达成和管理的合同(公司合同)以及管理起来不太复杂的“货物”类合同情况不那么悲观。公司合同主要在总部达成，通常管理有序，包括：工厂和运输前/交付前检查；重大采购的抽样检查；对承包商进行良好生产规范审计；与及时交货和货物质量有关的重大绩效指标；以及参加交付验收的国家办事处。

38. 例如，儿基会供应司订约中心主任负责批准所有 10 万至 100 万美元的非长期协议。订约主管批准并签署所有这类合同。与采购货物有关的中心的主管是合同的联合签署人，也担任合同管理人。人口基金设有一个战略采购组，管理总部的所有合同。

39. 本审查注意到，在大多数非集中采购的组织，总部的采购办公室无法确保外地办事处的订约人员和合同管理人遵守机构采购指南和政策。虽然外地干事的订约权限来自总部，但是他们向国家办事处的首长，而非总部的采购办公室报告。

40. 许多组织的受访者指出，采购干事与合同管理人的关系未必融洽，双方不一定能够齐心协力地拟定合同要求和行使其他合同相关职能。一些采购干事称，在项目拟定阶段，合同管理人(申购人等)有时不提供具体的合同要求，让采购干事无所适从。此外，采购干事很难让合同管理人自始至终地遵守要求，例如监测承包商的履约情况或跟踪可交付结果。

41. 另一方面，一些合同管理人认为采购干事没有以客户为导向，或是不够积极主动探索满足项目需要的方法。此外，许多合同管理人称，他们不确定自己在采购过程中的作用和职责，缺乏采购及合同管理方面的指导和培训，需要得到采购干事更加积极的支持。在合管评估模型调查中，35%的作答者称，组织内其他办公室(采购、法律、财务等)没有向合同管理人和/或申购人提供充分的支持。

## 需要正式指定合同管理人员

42. 在访谈联合国系统内的合同管理人员时，向他们提问了一套共同的问题：授标后管理合同的人选是如何确定的；如何确保合同管理人了解自己的作用和职责；以及如何从治理角度为他们提供支持。

43. 针对上述问题，向受访者提出了一种代表私营部门及其他公共机构良好做法的设想情形：签订合同并让组织承担义务的人(通常是订约干事或订约机构)是该合同的最终负责人。因此，当该人签署合同时，他/她就以书面指定其代表或一组代表执行/管理该合同。指定时说明：(a) 代表的责任范围，(b) 代表将因何受到责任追究，以及(c) 开展规定工作可能需要哪些技能或培训。虽然大多数受访者都大力支持这种委托形式，但是除泛美卫生和海事组织有书信形式的这类书面授权外(使用的授权书见附件三)，受审查的其他组织无一采用以书面形式正式授权管理合同的做法。

44. 例如，泛美卫生《采购人员指南》<sup>15</sup> 规定采购人员负责管理与承包商的商务关系。另一方面，项目官员(合同管理人)负责管理与承包商的技术关系。项目干事的职责包括：提出解决履约问题的办法；证明货物、设备、工程和服务按要求交付；保管合同卷宗；管理与承包商的日常沟通；回答技术问题并提供指导、监测和记录履约情况；确保要求采购人员修改合同前备有资金；检查/批准交付物；审核/批准付款发票；接收最终产品以及完成合同收尾工作。

45. 在海事组织，合同管理人是申购人/预算负责人，他们负责确保合同正常执行、在适当的时点审查履约情况、提出续约/解约建议，以及为审计目的保存文档。

46. 向管理合同人员正式授与权限和责任，特别是在采购活动分散的情况下，是合同管理体系顺利运作的关键。访谈和问卷调查的结果显示，在没有正式授权的情况下，效率低下，且倾向于依赖通常既没有专门知识、也没有接受过相关训练的个人，他们无法作出审慎的合同管理决定。应当要求申购人、项目经理及其他在授标后管理合同的人员签署一份委托书，确认他们接受委托书中规定的责任。还应当以类似方式明确规定订约/采购干事在合同授与后阶段的职责。

47. 《经合组织采购体系评估方法》(2010年2月)述及授与采购权限的最低要求。这些要求同样可适用于授与合同管理权限和责任，内容如下：(a) 根据相关风险和所涉金额，将决策权限下放到有资质的最低一级，(b) 按照具体的合同管理政策和程序进行授权，以及(c) 明确规定决定的问责情况。

48. 落实建议3有望提高合同管理的透明度、问责力和实效。

<sup>15</sup> 泛美卫生《采购人员指南》，2014年3月。

**建议 3**

联合国系统各组织的立法机关应该指示本组织的行政首长建立一种制度，按其规定以书面通知指定管理授标后合同的人员管理合同时所负接受问责及其他各种责任，并具备管理合同所需的资质。

**专业的合同管理股**

49. 在联合国秘书处，总部采购司(采购司)提供采购指导，外地办事处依据其采购权限开展采购工作。合同通常分散管理，由申购部门决定在授标后管理合同的负责方/股。外勤支助部(外勤部)作为秘书处在采购方面最大的部门之一，有选择地在特派团中设立合同管理股，负责监督和管理合同，尤其是大额或复杂的合同。专门监控授标后合同管理的科室被称为合同遵守和履约情况管理股/科(合同遵履股/科)。它们大多管理燃料和配给合同，而与航空有关的合同通常由特派团的航空科以及总部的申购部门管理，合同遵履股/科不参与。此外，外勤部的联合国全球服务中心(全球服务中心)在布林迪西设有一个小工作队，为外地的合同遵履股/科提供支助服务、政策建议和指导。

50. 在维和行动中，合同遵履股/科起到了很大的辅助作用，在一定程度上弥补了上述授权程序涉及的申购人员技能和专长的不足。合同遵履股/科的职权范围包括综观、监督和总体管理金额超过 50 万美元/或高风险和/或复杂的服务类合同。<sup>16</sup> 合同遵履股/科的规模取决于其负责的合同的规模/价值、风险和复杂程度。不过，正如许多访谈中提到的，部分合同遵履股/科的人力资源严重不足；例如在非索特派团支助办这样一个极为复杂的作业环境中，七个合同全由一人负责，其中三个合同金额超过 2.5 亿美元。

51. 采购领域(私营和公共部门)公认，配备专业的合同管理专家可为合同管理股/科增值。合同管理股/科是采购与申购部门之间的一个中立、客观的部门，特别是在合同分散、合同量大/价值高/复杂的订约环境下，能够提供亟需的服务。然而，在联合国秘书处，合同遵履股/科的权限不够高，影响也不够大，因为它们的介入并非必须的，在很大程度上取决于申购人的要求。

52. 合同管理的专业化、在人事系统中设立专门的合同管理人职位，以及在采购量大或合同复杂的地方设立合同管理股是管理层和合同管理人员需要关注的领域。

53. 不论在总部还是在国家办事处，专门指定的专业合同管理人或设立合同管理支助股都需要划拨与合同量及合同复杂性相当的人力和财力资源。45%的受访者表示他们没有足够的人力和财力开展这类授标后合同管理活动。

<sup>16</sup> 标准作业程序，非索特派团支助办和联索政治处合同管理，2011年6月，第3.1.11段。

54. 落实建议 4 应当能够提高合同管理职能的效率和实效。

#### 建议 4

联合国系统各组织行政首长应该重新评估授标后合同管理按现有和预计合同量、价值、复杂性和类别计算所需的财务和人力资源，确定保证物有所值和组织目标的实现所需的最佳(例如集中或分散的)支持架构。

### 三. 合同委员会在合同管理活动中的作用

55. 合同委员会的主要职责是确保拟议的采购活动，通常是超过一定金额的采购活动符合本组织的规则和程序，做到公正、公平、诚信和透明。所有受审查的组织都设立了与选择和管理采购活动有关的合同委员会。这些委员会设在总部、区域办事处、国家或外地办事处。它们可审查的最高合同金额不同：例如，国家或外地办事处的合同委员会可审查不超过 15 万美元的合同，区域办事处的合同委员会可审查 15 万美元至 200 万美元的合同，总部的合同委员会可审查 200 万美元以上的合同。委员会审查采购办公室提交或转交的材料，并就拟议的采购活动是否符合本组织的相关采购政策提出咨询意见。

56. 各组织的合同委员会的组成各不相同，但是通常由五名有投票权的成员组成，包括一名主席和其他办公室(管理、法律、财务/预算等)的代表若干。他们以个人身份担任成员，许多组织要求他们具备商务、财务或法律相关经验或其他相关资质，包括采购方面的资历或培训。不过，各合同委员会在合同管理方面的专业和知识水平不尽相同，合管评估模型调查的作答者中，约 30% 认为其水平不够。

57. 关于授标后合同管理期间出现的问题，委员会的作用或职责有限。委员会负责审查合同延期请求，以及合同价格提高，通常是超出原价格 20% 以上的情况。不过，由于没有一个科室明确地为整个合同管理过程负责，且大多数组织没有自始至终跟踪合同的信息管理系统(见第十章)，因此经常无法确保合同延期请求按时向委员会提交，或确保超出金额限制的合同在向承包商作出承诺前由委员会审查。

58. 合同委员会在合同管理中可以发挥更加积极的作用。它们的作用需要加强，不局限于审查是否符合程序，而是视需要扩大到对授标后的合同管理活动进行高水平的监督和监控。这一点对于高价值、高风险和复杂的合同尤为重要。合管评估模型调查的作答者中，50% 都承认对于大额或复杂的合同，很少为授标后的合同管理阶段设立合同管理委员会。

59. 开发署是努力扩大合同委员会职能的一个例子。开发署的合同委员会对任何复杂或大额采购(超过 100 万美元)进行事先审查，不仅有责任和权限确保遵守流程，而且拥有以下责任和权限：



- (a) 确保采取合适的采购战略，降低采购过程失败的风险；
- (b) 从具备相关能力和专长的角度确保合同执行；
- (c) 检查是否具备适当的合同管理机制(即哪个实体将作为与承包商的联络点)；
- (d) 确保在授与合同前规定适当的履约评估标准。

不过，开发署的合同委员会可能需要更多地介入授标后的合同执行阶段。

60. 因此，联合国系统各组织的行政首长应当审查合同委员会的职权范围，以期酌情扩大它们的作用，尤其是在高价值、高风险和复杂合同中的作用，包括定期对授标后的合同管理活动进行高级别的监督和管理。各组织也可以考虑设立单独的授标后合同管理委员会，以满足复杂或大额合同的任何特殊需要。

## 四. 人力资源和能力建设

61. 近年来的内部采购改革帮助联合国系统的许多组织改进了订约方法，特别是在大额和复杂的采购活动中。然而，本审查发现，虽然做法有所改进，但是各组织仍然面临具备合同管理技能，尤其是授标后合同管理技能的人员不足的风险。因此，许多组织面临的挑战是目前或未来是否有足够的力量和技能管理方案量日益增加的公司。

62. 应对这一挑战的关键是系统地培训采购干事、合同管理人和申购人。认识到培训需要后，许多组织都购买或自行设计了标准采购方面的培训课程。然而，许多受访者认为这些课程深度不够，没有涵盖采购的所有阶段，因为这些课程主要侧重采购过程的前端：先期征集、筛选和合同授与。授标后如何管理合同的培训一向受到严重的忽视。这一点经合管评估模型调查进一步予以证实：62%的作答者提到缺乏严格的入职培训和受标后合同管理的培训课程。

63. 附件四提供了各组织的采购培训课程一览表。大多数课程没有针对受标后合同管理人员的培训和能力建设内容，这可能导致无法解决重要的合同问题。

64. 总部和外地合同管理的能力都需要评估，职工培训所需的资金也需要加以确定。私营部门的一个良好做法是采取有针对性的培训方针，将资源用于数量不多但精心挑选的课程。

65. 本审查还发现，级别较低的人员管理着数百万美元的公司，合同管理职位在组织的等级结构中地位较低。例如，某组织每年总共约 10 亿美元的公司由一名 P-4 级官员管理，另一个组织每年约 3 亿美元的食品供应合同由总部的一名低级别官员远程管理。

66. 应当在整个组织内提供采购和合同管理的基础课程，并要求管理一定复杂程度或一定金额公司的人员必须参加。关于合同管理的指南(手册、政策、程序等)应规定从事该项工作的人员的经验、所需培训以及工作量限制。经验程度不同，应该给每一种程度规定单个公司的金额以及一个人或团队任何一刻可监控的全部公司的总价值不得超过的限度。在特殊或迫不得已的情况下(例如紧急情况)，采购部门可选择暂不执行这些规定，采取替代措施，确保审慎的合同管理以及服务或产品的交付。

67. 合管评估模型调查的结果显示，既没有分发、也没有使用质量控制标准评估合同管理人员的工作，以及满足他们的能力发展需要(58%)。对这类人员的业绩评估完全没有评估他们作为合同管理人的工作(45%)，仅 28%的作答者表示，对合同执行的整体监测中包含管理公司的个人/团队的自我评估。

68. 落实下列建议有望提高合同管理活动的实效 (建议 5)、透明度和问责力(建议 6)。

**建议 5**

联合国系统各组织行政首长应该制定本组织特定的合同管理培训方案，其中包括所有负责管理具有一定规模、价值和复杂性的合同的人员的必修课程。

**建议 6**

联合国系统各组织行政首长应该确保合同管理人员的主管在这些人员的年度绩效评估中列入合同管理标准。

## 五. 风险管理

69. 采购活动中风险管理的目的是研究和控制风险，以及确保方案、项目或活动的成功交付。风险管理从采购过程的早期开始。高级别的采购和价值较低的复杂项目最好要求制定单独的风险管理计划，并在合同的整个周期中持续地进行风险评估。

70. 理想的情况是，与采购有关的风险计划作为组织整体风险管理过程的一部分，在整个合同周期中不断调整风险计划，确保了解并尽可能降低组织风险。

71. 在整个合同周期中，授标后合同管理阶段的风险包括：之前如何一个阶段遗留的风险；对所有参与方的作用和职责规定不明导致的风险；为管理合同划拨的人力和财力资源不足；以及缺乏关于合同履行情况的信息或信息不及时。如果在一开始以及合同执行阶段没有作为尽职调查的一部分对每个合同的相关风险进行评估，就不会有减少风险的计划，这就可能导致无法应对突发情况。

### A. 合同管理层风险管理缺位

72. 在联合国秘书处，据称申购人和采购办公室在供方选择计划完成时进行总体风险评估。合同授与后阶段的风险评估被视为申购办公室的职责，该办公室也是合同管理人。2014年6月，联合国全球服务中心(全球服务中心)外地合同股发布了关于项目和合同风险管理的合同管理工具包。该工具包用于开展风险评估，以及针对外派环境中遇到的潜在风险制定降低风险的战略。联检组对内罗毕进行实地访问期间，该外地特派团的合同管理股称正在特别就授标后的合同管理进行风险评估。

73. 出于战略需要采购货物和服务时(整个组织的采购)，儿基会供应司要求采取全面的采购战略，包括以下领域的风险分析：与市场发展有关的资金风险；与市场有关的外部风险；与需求数字、质量和监管要求有关的风险；声誉风险；原材料价格波动风险；以及与方案交付成果有关的风险。儿基会合同审查委员会要求评估承包商的财务风险、生产能力、产品/服务质量、及时交付情况以及合同条款。委员会还考虑正在承担的风险以及从业务上看如此承担风险的理由，包括与另一个联合国组织合作采购的情况。此外，儿基会供应司还开展年度机构风险管理活动，涵盖与承包商履约有关的问题，例如按时交付和供应物品的质量。

74. 开发署采取的项目管理方法要求在项目拟定阶段就开展风险评估，如果采购有风险，将制定风险管理战略和方法，并由项目团队在项目批准前进行审查。所有复杂合同(金额超过 50,000 美元)都要向合同委员会提交风险评估和管理计划供其审查。计划述及每项合同的政治、环境、社会、技术、法律和经济情况。与项目或采购有关的任何风险都需要与机构风险评估挂钩。

75. 粮食署依据组织整体的风险管理战略进行采购。粮食署称，鉴于客户股承担合同管理的责任，它们也负责在每项合同中充分纳入针对所有适用风险因素(例如业务、财务和声誉风险)的降低风险战略。

76. 项目厅称设立了监督委员会，从风险角度对新项目进行审查。本审查进行时，相关业务指南正在修订中。

77. 人口基金的采购程序包括风险管理，特别是在对人口基金任务至关重要的货物质量方面。争取与之签订协议的承包商是达到国际公认质量标准的。人口基金任命的技术专家先审核报审产品的资料，之后还进行实地考察并对产品进行抽样检查。鉴于核心/关键货物对人口基金工作和声誉至关重要，部分产品在起运前还要检验。此外，人口基金还基于供应风险和相关费用进行供应定位。这项工作使人口基金掌握与承包商的关系。儿基会和世卫组织也实施了类似程序。

78. 虽然许多组织的风险管理举措和做法都值得称道，但是它们主要涉及采购周期前期的风险。没有报告任何在合同授与后进行系统的风险评估的例子，而这项工作除了查明风险外，还有助于确定需要开展怎样的合同管理活动，应当如何配备合同管理人员(例如，一个人或一个团队)以及需要怎样的专门技能来管理合同。注意到，在存在合同相关风险评估和风险登记册的情况下，没有进一步落实整体的采购风险计划，在合同管理活动中降低风险。

79. 合管评估模型调查的结果进一步证实了上述结论，58%的作答者称，既没有针对合同管理活动的风险管理计划，也没有降低风险的计划；60%的作答者指出，总体而言，整个合同周期对合同风险的评估不够频繁。此外，56%的作答者称，没有就任何必要的降低风险活动明确地划分职责，68%的作答者称，没有量化或从财务角度表述任何与合同管理有关的风险。

80. 落实建议 7 有望提高合同管理过程的效率和实效。

#### 建议 7

联合国系统各组织行政首长应该确保具有某种价值和复杂性的合同具备风险管理计划，涵盖授标后的合同活动。这种计划应该包括风险缓解措施，还包括为执行这种措施的那些人员明确规定责任。

## 六. 合同履行情况的监测、评估和报告

### A. 合同履行情况的监测工作需要改进

81. 应当在授标后经常、定期监测合同的履行情况，确保承包商，尤其是高风险和复杂合同的承包商按时并在预算范围内提供产品和服务，并达到质量标准。

82. 评估授标后的履行情况需要开展若干确保提供的服务符合合同条款的活动。这些活动包括：在合同拟定时制定履约标准，例如关键履约指标，以及提供充分的监测资源和有能力的工作人员监督承包商活动。

83. 在联合国秘书处，申购人(有时为合同管理股)据称负责制定履约衡量标准，并将其纳入招标文件以及之后的合同中。申购人随后对照这些标准监督和评估承包商的履约情况。全球服务中心外地合同股发布的合同管理工具包包含一份帮助外地工作团编写工作说明的指南。关键的合同履约指标的制定准则还有待发布。

84. 儿基会根据关键履约指标监测所有合同的及时性，并将合同纳入其供应商履约监测流程，<sup>17</sup> 从质量、及时性和数量角度逐个审查每个供应商的所有合同。同样，人口基金也监测提供的货物/服务的质量和数量、交付的及时性、文件的准确性以及回应/沟通的速度。开发署和项目厅从风险角度对合同进行监测，更加侧重价值高或复杂的合同。

85. 原子能机构采取类似的基于风险的方针。本审查进行时，该机构正在设立一个正式方案，对价值和风险最高的 20 份重要合同，在交付和付款后进行监测。难民署因合同量大且能力有限，只监测规模最大的合同，每季度一次。劳工组织适用质量、数量和及时性这三项监测指标。在粮食署，食物和运输合同占采购支出的 80%，由申购人(采购或运输干事)进行监测。

86. 虽然一些组织通过发布改进的指南和监测程序为加强合同监测做出了大量努力，但是本审查以及大量内部和外部审计报告中的证据都显示该领域仍然存在不足。据称，合同监测覆盖面不足的一个原因是监测活动在采购周期中不受重视。直到最近，订约干事和高级管理人员的主要目标还是按时完成合同授予，以便为方案交付和服务的接收提供支持。

87. 在大多数组织发现的一个主要缺陷是在合同拟定阶段没有认真制订关键履约指标，因此无法在合同执行期间对履约情况进行有效监测。如果不能事先制订具体的监测标准，就无法有效地衡量进展，也无法让工作人员和承包商对他们的行动负

<sup>17</sup> 该流程受供应司 069 号程序(2013 年 3 月)的规范，适用于供应司的货物采购。069 号程序规定了评估和监测供应商履行合同义务情况的一般标准，作为筛选投标人的评估工具。使用供应商履约卡来监测供应商达到主要标准：数量、质量和及时性的情况。

责。在合管评估模型调查中，40%的作答者称，即使在存在关键履约指标的情况下，也没有系统地开展监测工作。

88. 正如第四章所述，缺乏受标后管理活动的培训是一个令人关切的相关领域。为了确保适当的合同监测，受标后工作人员必须接受充分的关于如何进行监测的培训。此外，正如之前指出的，另一个关切是监测活动只是临时开展，进行监测的工作人员也没有将它作为正职。

89. 如果没有持续、专业的监测，直至合同结束，则存在承包商不好好履约，服务不按预期交付，或是向承包商支付的款项超出所提供服务价值的风险。

90. 还应指出，联检组关于长期协议的报告<sup>18</sup>指出，对长期协议的监测不足是一个不利因素，也是风险。报告称，虽然利用联合国其他组织现有的长期协议被视为可行之举，但是考虑到缺乏严格的监测程序，这种“照搬”的成本和收益尚未得到充分证实。

91. 建议联合国系统各组织行政首长采取以下措施改进合同监测活动：

(a) 确保指定专人管理合同，并确保在开始管理受标后活动之前，为它们提供监测技术方面的培训；

(b) 形成有助于确保执行合同监测任务的人员接受问责的惯例；

(c) 确保合同监测管理工作能见度的提高；

(d) 更新适当利用联合国其他组织合同(照搬长期协议等)的有关政策和指南，将监测其他组织所采购的服务的程序纳入其中。

## B. 承包商履约情况评估不系统

92. 承包商履约情况评估是采购过程中的重要一环。本审查发现，受访组织的评估做法差异很大。

93. 在联合国秘书处，由申购办公室负责评估承包商的履约情况。秘书处要求就每一份合同提交履约情况报告。对于价值 20 万美元以上和/或期限超过两年的合同，必须每年提交履约情况报告。此外，食物或燃料等大宗商品的重要合同规定，必须保留每月的履约情况会议记录，包括行动要点，还规定有关投入应纳入承包商的履约情况报告。如果履约情况不令人满意，将向供应商登记和管理小组提交一份履约情况评估，该小组将情况上报供应商审查委员会，供其就如何适当处置承包商提出建议(终止合同、发警告信等)。秘书处采购司还设立了一个专家小组，审查关于联

<sup>18</sup> 《联合国系统内长期采购协议审查》(JIU/REP/2013/1)。

联合国供应商或其代表违反职业操守/相关规定的举报。如有必要，供应商审查委员会可向法律事务厅、道德操守办公室和内部监督事务厅的专家征求意见。

94. 据称，虽然要求合同管理人向采购司提交关于全球系统合同的评估报告，但是申购部门未必照做。此外，对于特派团草拟的合同或是特派团签署的单个订单，采购司搜索不到其履约评估报告。这些评估至关重要，因为必须有不履约或履约不到位的详情才能将承包商从认可的承包商名册中暂时或永久除名(见下文 C 节)。全球服务中心外地合同股正在制定承包商履约情况报告工具，旨在统一对全球系统合同和涉及多个特派团的合同的履行情况进行评级。

95. 儿基会采购司的程序涉及承包商履约情况监测，高度重视对高价值和复杂合同的监测。对任何价值超过 10 万美元的合同以及所有长期协议进行承包商评估。依据质量、数量和交货时间这三个指标每季度开展履约评估。2013 年，儿基会开始针对供应司的货物采购使用供应商记分卡。<sup>19</sup> 这一程序确立了评估和监测承包商履行合同义务情况的一般标准，也是一项筛选竞标者的评估工具。还使用供应商履约情况卡监测履约情况，衡量标准也是数量、质量和时间。评估结果将列入年度报告，以反映所有承包商的整体履约情况。

96. 为评估承包商的履约情况，人口基金使用“汇总表”显示哪些国家完成了承包商评估。对于所有供应核心生殖健康用品的承包商以及金额超过 50,000 美元的其他承包商，必须进行履约情况评估。评估有两方面的目的：为今后的合同提供信息，以及在必要时实施承包商发展方案。自 2013 年起，人口基金开始有选择地邀请主要承包商到总部办公室讨论他们的履约评估报告、人口基金的期望以及可以如何弥补发现的不足。同样，原子能机构也每季度与重要的供应商举行会议。

97. 在世卫组织，某些办公室开展部分承包商评估工作，但是该进程总体上没有标准化。虽然世卫组织的企业级资源规划(企资规划)软件有集中的承包商数据库，但是承包商评估的结果未纳入其中。粮食署让申购人(客户股)对所有合同进行供应商履约情况评估。评估报告保存在合同文件中，在合同延期、修订或再次授予时拿出来参考。粮农组织开展的承包商满意度调查只是为了建立黑名单。

98. 本审查发现，除上文提到的一些例外情况，大多数组织对承包商的评估没有系统进行，很多情况下没有对评估机制作出明确规定，无法为负责评估的人员提供指导。受审查组织无一具备保存履约评估报告的中央系统。评估过程仍然主要使用纸张，即使有电子表格，也没有汇总，只是分别放在每份合同的数据文件中。合管评估模型调查 43% 的作答者认为没有适当保存评估报告。虽然大多数组织都有承包商履约评估模板，但是本审查发现模板的使用流于表面，只是做一些选择题，而不是提供实质性的评论。

<sup>19</sup> 供应商记分卡是一项衡量和跟踪供应商履约情况的工具，使用费用因素、质量和及时交付等标准，比照具体目标评定供应商的履约情况。



99. 按照 JIU/NOTE/2008/4 号文件的建议，联合国系统各组织应当在组织内部维持中央数据库，方便保存和今后调阅承包商履约情况记录。

100. 要想有效地编写和保存承包商履约情况报告，需要制定基准，确保编写报告的工作人员遵守基准，还需要培训工作人员适当地报告和利用履约信息。基准应当涉及合同结束后编写评估报告的及时性和经常性，所提供服务的水平以及是否遵守合同进度。同样重要的是，应当明确指定由谁编写这类报告，并说明这一过程的所有参与方(例如订约干事、申购人员和最终用户)需要提供哪些投入。

101. 落实建议 8 应当能够提高合同管理的透明度和问责力。

#### 建议 8

联合国系统各组织行政首长应该确保本组织具备一种记载和报告承包商达到合同要求方面履约情况的制度，分派确保承包商履约情况报告完备性的责任和管理层问责责任。

### C. 供应商制裁框架

102. 近年来，联合国系统各组织正在努力建立相似的供应商审查框架，记录和共享承包商履约信息。不过，这一工作仍在进行，各机构自愿参与。高级别管理委员会采购网(高管委采购网)制定了一个《示范政策框架》，<sup>20</sup> 在各组织的治理框架和任务范围内实施供应商制裁程序。《示范政策框架》和各机构特有的制度得到联合国全球采购网(全球采购网)的支持，<sup>21</sup> 全球采购网提供了一个平台，共享其行为/做法(腐败、欺诈、胁迫、串通、不道德和妨碍做法)不为联合国系统所接受的人员/实体的有关信息，并对其采取共同行动。事实上，已经制定了一个集中的不合格供应商名单，其中载有具体机构关于供应商不合格或制裁的决定，不合格名单是通过一个基于规则的通用程序产生的。

103. 《示范政策框架》由三部分组成：(一) 指导原则、(二) 建议的《示范政策框架》程序、(三) 每个机构需额外处理的具体问题。原则将为程序的制定、适用和解释提供指导。程序涉及备选执行模式。第三部分涉及法律问题，例如特权和豁免，因其性质对每个组织的适用有所不同。

104. 根据《示范政策框架》程序，受制裁的供应商被列入集中的不合格名单，这是由每个机构录入不合格供应商的一份电子名单。在联合采购的情况下，受影响的

<sup>20</sup> 示范政策框架由高管委—采购网下的一个工作组(由开发署主持)制定，2011 年 3 月得到委员会批准。

<sup>21</sup> 全球采购网是联合国系统各组织共同的采购门户。它是一个单一窗口，潜在供应商可以一站式地使用全球采购网作为其供应商数据库<www.ungm.org>的联合国组织进行登记。

机构间自行决定由哪一方牵头实施制裁。每个机构的首长指定制裁委员会成员和秘书，该委员会处理制裁相关事务，确保行政审查过程的公正性和正当程序。

105. 可实施的制裁包括批评(批评信)、宣布不合格或取消资格(暂时或永久)，或暂停执行等其他处罚，或是要求今后的合同必须满足特殊条件。

106. 联合国秘书处、开发署、粮农组织和人口基金实施了《示范政策框架》中达成共识的部分。此外，人口基金、开发署和项目厅正在探索建立一个机构间供应商制裁委员会的可能性。开发署和项目厅还在其网站上公布受制裁的供应商名单。儿基会的制裁委员会是临时性的，需要开会时才指定成员。

107. 受访者指出，一些组织不能充分参与《示范政策框架》是因为它们在该框架建立前就存在的不同的法律框架和行政制度下运作，因此很难适用《示范政策框架》。

108. 上述与《示范政策框架》有关的努力值得称道，这些努力证明联合国系统大多数组织都承认，联合国全系统集中的承包商评估系统将造福所有方面。这样一个系统有助于各组织在选择承包商时做出更加知情的决定，降低了一个不合格或不诚实的承包商骗了一个组织后又在另一个组织拿到新合同的可能性。联合国系统各组织的行政首长应协助和支持当前正在努力运用共同的《示范政策框架》以便形成统一的供应商制裁法的工作。

#### D. 向高级管理层报告

109. 联检组关于联合国系统采购改革的说明<sup>22</sup> 建议行政首长确保定期就采购活动提交内部和外部反馈和报告。受访的许多采购办公室称，他们不向高级管理层报告与合同管理有关的具体信息，因为没有要求他们这样做。少数几个办公室称，他们只是偶尔，在要求时提交这类报告。儿基会和项目厅设立了“汇总表”，高级管理层使用汇总表而不是报告。还有人指出，任何与合同有关的必要信息将列入项目相关报告或年度采购报告(开发署、知识产权组织和万国邮联)。合管评估模型调查 45% 的作答者认为，没有系统地向上级提交关于单个合同履行情况的报告，60% 的作答者认为，高级管理层没有积极监测合同的履约情况。

110. 联合国秘书处每月向高级管理层提交以下报告：八个月内到期的合同；达到或超过上限 75% 的合同；累计授予额超过 100 万美元的承包商名单；(上限)资金最高的 30 份有效合同；上限超过 25,000 美元以非美元计价的有效合同清单。不过，外地特派团没有向高级管理层报告受标后合同管理情况的统一方法。

111. 教科文组织向高级管理层提交标准报告，例如大额合同推迟执行的月度数据或放弃竞标的月度数据。劳工组织称，对于重大采购，该组织向有关管理委员会提交口头或书面报告。

<sup>22</sup> 《联合国系统采购改革》(JIU/NOTE/2011/1)。

112. 系统地向高级管理层报告所有合同的总价值、合同状况、收尾合同、费用超支、重大争端等信息是好做法。建议行政首长要求采购人员定期报告，提供关于当前合同状况的汇总信息，着重指出对组织有较大影响的具体或反复出现的问题，并说明采取了哪些应对措施。还可以通过例如组织的网站，向该组织的立法部门提供这类信息。

## 七. 合同变更的管控

113. 合同变更管控既是避免不必要变更的过程，也是在合同中纳入必要变更的过程。<sup>23</sup> 合同执行过程中随着要求和情况的变化对合同进行修改是不可避免的，且时有发生。变更可涉及合同期限、具体条款、提供的货物/服务、价格或行政方面的变化。<sup>24</sup> 为何做出修改，以及如何加以管控与原合同同样重要。

114. 大多数组织的政策似乎都对合同变更问题作出了明确说明。标准合同包含修正条款，明确规定由一个能够谈判和签署变更内容的指定订约机构对变更进行管控。此外，采购手册指出，合同委员会之前审查过的合同，如有增补或修改，在某些情况下必须再次接受委员会审查。在联合国秘书处，这类情况包括：

- (a) 超出之前批准的上限合同值的 20% 或 500,000 美元(取二者中数值较低者)；
- (b) 合同总价值增加，超出委员会批准上限；
- (c) 原合同延期八个月以上；

(d) 订约机构认为修改将大大影响导致最初授予合同的采购过程、最初授标遵循的标准或原合同条款。<sup>25</sup>

115. 通常有三方参与变更的管控：申购人/最终用户、采购干事和合同委员会。申购人或最终用户最常与承包商直接接触，持续的正式和非正式沟通有时会导致无意中做出承诺。例如，口头承诺可能落实为对合同的修改，而没有确认资金保障。联合国工作人员可能因为不了解口头承诺的后果或缺乏谈判技巧而陷入这类具有约束力的状况。

116. 如第三章所述，合同委员会在变更管控过程中发挥重要作用。然而，本审查发现，许多组织的合同委员会已经退化到只负责程序性问题。例如，一些机构的合同委员会成员的职责和专门知识有限，无法分析和证明合同变更的必要性或原因。对于价值高或复杂的合同，一些政府组织在合同委员会之外，又设立了变更控制委员会。建筑合同以及其他特别复杂的服务合同也采取这种做法。第三章提到需要扩大合同委员会的职能，使之不仅限于审查是否符合程序，而且可以处理合同变更问题。此外，为价值高或复杂的合同设立单独的变更控制委员会是公共和私营部门的许多组织采用的良好做法。

<sup>23</sup> 《联合国采购人员指南》，2006 年 11 月，第 3 章：采购过程，第 3 至 98 页。

<sup>24</sup> 《联合国采购人员指南》，2006 年 11 月，第 3 章：采购过程，第 3 至 87 页。

<sup>25</sup> 《联合国采购手册》，第 12.3 章，第 1 段。

117. 本审查期间，没有一个组织能够立即提供信息，说明当前或以往合同的变更原因和影响。合同成本增加(即成本超支)、延误和延期、范围变更、接受了劣质产品或服务等是许多合同中经常出现并导致合同变更的缺陷。合管评估模型调查的结果也反映了这一点：45%的作答者认为没有充分分析和报告对合同的修改以及涉及的费用。由于受审查组织没有文献记录，本审查无法量化这类缺陷的影响。这些缺陷可能不利于各组织高效和有效地执行其方案和项目。

118. 落实建议 9 有望提高合同管理的效率。

#### 建议 9

联合国系统各组织行政首长应该在本组织开展研究，分析超过一定阈值后修改合同的原因，查明造成成本提高和延误的系统性缺陷。最后应该采取补救行动弥补这种缺陷。

## 八. 合同的补救措施

119. 违约补救措施是为了在合同未按照条款和条件履行或发生合同违约时，为组织提供保护。补救措施包括：要求赔偿约定违约金、暂停付款、要求支付履约保证金，以及执行保证/担保条款。

120. 约定违约金指组织与承包商事先明确约定的一方违约时应向另一方支付的金额。<sup>26</sup> 约定违约金大多适用于延迟履行的情况。关于约定违约金的条款通常列于合同总则下。承包商延迟履行导致的额外费用或收入及其他收益损失，由承包商支付的约定违约金予以补偿。约定违约金按合同金额的百分比计算，不超过一定金额。

121. 履约担保，例如履约保证金或其他形式的违约补救措施，通常要求承包商在授标时提交。承包商未履行合同时，应向组织支付履约保证金。

### A. 合同补救措施未必得到执行

122. 本审查发现，虽然补救措施是标准合同条款的组成部分，但实际上在需要时，尤其是涉及约定违约金和履约保证金时，经常得不到执行。几乎所有受访者都从未适用过与补救措施有关的条款。遇到违约情况时，援引补救条款被视为障碍，考虑到需要投入更多时间，可能得不偿失。据称，因为认为不可强制执行，有时甚至从合同总则中删除约定违约金条款，但是没有采取任何其他措施保护组织的利益。

123. 此外，作为保险工具的履约保证金或约定违约金的金额与合同金额相比微不足道，因此认为没有作用。一些受访者称，即使在这类保险工具理论上有效的时候，联合国系统也不希望因为援用补救措施而导致承包商破产，而是希望加强承包商的能力。在对当地承包商或国家实体进行能力建设的特定情况下，可能确实存在上述考虑。不过，联合国系统各组织经常与跨国公司打交道，这些公司有时未必按合同行事，在这种情况下，就应当严格适用和执行补救条款。

124. 由于工作人员、纪律或专门知识不足，无法为援引约定违约金条款或提出履约保证金索赔收集所需的证据，联合国系统各组织似乎对承包商颇为宽容，致使组织及其方案遭受潜在的经济损失。

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<sup>26</sup> 项目厅《采购手册》，第5次修订版(2014年)。

125. 落实下列建议有望在合同管理过程中加强控制和履约。

**建议 10**

联合国系统各组织行政首长应该确保合同的标准条款中含有可适用的水平适当的违约金和其他补救措施的规定，并明智地加以执行，以保护本组织的权益。

## 九. 保障体系和控制

126. 联合国系统各组织建立了通常包括审计、调查和评估职能的内部监督机制，还实施了外部监督，保障和检查合同管理工作的效率和实效。

127. 在某些组织，由设在总部的内部审计办公室专门对采购问题进行审计。不过，大多数组织是在对方案、项目或国家办事处的审计过程中，根据内部审计办公室的年度审计风险计划，挑选采购问题进行横向审查。这些审计并不专门针对采购，但是也可以包括现场考察承包商的项目，以及开展检查，例如核对发货单或其他辅助文件。

128. 一些受访者表示，对国家办事处的定期审计以及偶尔对采购问题的集中审计有助于发现问题，另一些受访者则指出，这些审计未必侧重授标后的合同管理活动，而且不够频繁。不过，合管评估模型调查显示，59%的作答者认为系统地对合同管理活动进行了审计，58%的作答者认为审计承包商及相关合同活动的制度完善。

129. 联合国全系统的内部和外部审计报告都发现合同管理工作惯例在很多方面存在缺陷，这些报告在很多方面证实了本审查的调查结果。联合国系统各组织的合同管理缺陷类似，审计机构一再报告这类缺陷，再加上许多组织采购量巨大，这些都证明需要所有利益攸关方共同努力，以应对这一系统性挑战。必须进一步制定政策和程序，并采取具体行动强化合同管理惯例，否则发现的缺陷还将继续存在。

130. 建议各组织首长支持采购办公室和订约人员起草一致行动计划，处理各种内部和外部审计报告中提出的反复出现的不足之处，确保这种计划得到执行。

131. 本审查还发现，只有少数组织采用了可帮助监测全组织采购活动的保障和控制机制，例如内部定期审查和绩效衡量办法。此外，一些总部的采购办公室(例如开发署和联合国秘书处)虽然制定了绩效衡量办法，帮助评估全组织采购工作的实效，但是这些努力未能有效涵盖授标后的问题。合管评估模型调查有一半的作答者指出，不论在外地，还是在总部，都没有知识全面的官员队伍对合同管理活动进行系统的审查。

132. 除内部审计办公室的工作外，各组织最好建立由合同管理专家小组开展年度审查的机制，小组可包含跨部门的采购成员，有选择地针对价值高且复杂的合同进行审查，以评估共同挑战和经验教训。各组织可引入与开发署采购能力评估和巡回小组类似的概念，或借鉴粮食署和项目厅为外地办事处提供援助的做法，对遵守政策和程序的情况进行抽查，并提供所需支助。

133. 建议各组织借鉴良好做法，制定授标后合同管理工作质量保证方案，定期评估该项工作的实效。



## 十. 信息系统

### A. 信息技术系统对合同管理活动支持不力

134. 近年来，联合国许多组织共同努力，实现采购过程信息的自动化。管理采购信息，特别是对于合同数量多、项目数量大的组织，是一项严峻挑战。由于大多数组织对合同实施分散化管理，许多不同部门(采购办公室、申购人、合同管理人等)参与其中，因此合同信息和数据在组织总部、区域和国家办事处的不同办公室进行收集、保存和管理。采购相关信息分散在组织的企资规划系统、财务管理系统、采购相关审计和评估后续系统、项目管理系统，以及总部和外地办事处的档案和说明中。

135. 企资规划系统提供采购相关流程的一般功能，但是很少有处理授标后合同管理的功能，例如履约情况监测、警示功能、实时支出信息、每个采购干事和每个承包商的支出信息，以及类似数据。某些企资规划系统可能自带上述功能，但是由于模块未充分开发、认为不方便使用或许可费高(开发署和人口基金使用的阿特拉斯系统(Atlas)、儿基会使用的“远景”系统(Vision)、原子能机构使用的全机构方案支助信息系统(AIPS)等)，这些功能没有激活。

136. 大多数组织靠采购干事或申购人人工监测到期日以及合同期内的类似重要事件。合管评估模型调查显示，59%的作答者认为收集和监测合同管理信息的自动化程度太低。没有囊括所有合同的中央电子存储库；而且只有在提交采购订单时才能看到企资规划系统中的合同。例如，如上文所述，无法得知任一时刻的累计超支额或组织将面临的债务总额，也不太可能查出组织授予某一个承包商的合同价值总额。

137. 某些组织临时开发并实施了专门的软件系统，提供合同管理所需的功能。这种临时方针不是基于成本/效益分析。合管评估模型调查显示，74%的作答者认为，授标后管理活动的自动化程度没有基于对实际需要的分析。此外，54%的作答者认为，合同管理功能没有与其他系统或子系统(例如企资规划、项目管理、汇总表、财务)集成。

138. 联合国秘书处采购司采用合同管理和跟踪系统(合管跟踪系统)记录合同元数据。<sup>27</sup> 合管跟踪系统还检查不同系统生成的支出，以跟踪与上限的差额。该系统生成两类监测报告：一类涉及八个月内到期的合同，另一类涉及达到上限额75%的合同。报告每月生成，向采购人员和申购办公室分发。合管跟踪系统的功能将迁入联合国正在落实的新企资规划系统(“乌莫贾”系统(Umoja))。

<sup>27</sup> 例如：供应商信息、申购办公室、买方团队、合同委员会成员、上限、货币、申购人联系方式、合同增补、标书编号等。

139. 秘书处外勤支助部没有其他关于授标后合同管理的自动化工具。在特派团一级设立了针对当地合同的监测系统(例如一些特派团为此建立的内部访问数据库),监测基本靠人工。

140. 企资规划系统/“乌莫贾”系统将提供哪些授标后合同管理功能似乎还不确定。管理层的大多数受访者反复指出,据他们了解,“乌莫贾”系统将提供合同管理功能,只是本审查进行时尚未到位。不过,本审查发现,除秘书处企资规划功能中现有的标准业务情报报告外,并没有将合同管理迁入当前的企资规划/“乌莫贾”系统实施计划。本审查进行时,不确定今后是否将增加合同管理功能。

141. 儿基会用自己企资规划系统(“远景”系统)拟订、签发、保存和监测合同。投诉数据库是合同管理方面唯一的独立系统。该数据库建在 Lotus Notes 内,但是能够从“远景”系统提取信息。儿基会使用“远景”系统分别生成监测货物合同和服务合同的报告。货物合同报告包含合同期内重要事件的信息。服务合同报告包含有效期和到期日,以及合同收尾情况。供应司设有一个自动化协调小组,评估申请和需求、确定优先改进事项、制定联合工作计划以落实改进事项。正在开发该系统内的其他合同管理功能。同样,原子能机构也在开发其企资规划系统的监测功能,将提醒到期日以及合同期内的类似重大事件。

142. 开发署正在考虑是选择企资规划系统(阿特拉斯系统)内的合同管理模块,还是另选一个系统。开发署已经拥有该模块的许可,但是模块实施资金尚未到位。该模块将实现系统内创建合同,确保合同包含标准条款;采购订单与合同挂钩;以及与采购咨询委员会网上系统<sup>28</sup>集成;被提名的个人将收到自动提醒。本审查进行时,没有包含所有合同的中央电子储存库,采购活动分散。不过,有一个采购汇总表,收录阿特拉斯系统和采购咨询委员会网上系统的数据。

143. 人口基金总部办事处使用单独的合同管理专门系统英天德(In-Tend)对合同进行管理。不过,该系统没有与人口基金的企资规划系统(阿特拉斯系统)集成。每年一至两次人为地从阿特拉斯系统和英天德系统提取信息,录入网上查询系统,以便为履约监测提供量化信息。

144. 难民署报告了为充分利用企资规划系统(管理系统更新项目)现有合同管理模块(“采购合同”)的功能所做的努力。例如,在系统外使用 Excel 表格跟踪合同协议的上限。因此,难民署计划在系统升级时,将所有合同录入系统,跟踪系统生成的所有例外情况报告,并将系统内的采购订单与合同挂钩。

145. 项目厅于 2014 年启动了一个新的企资规划项目。不过,没有将合同管理纳入该项目,而是选了一个单独的软件,将于 2015 年与企资规划系统集成。没有包含所有合同的中央电子储存库。不过,有一个汇总表,作为查询和监测所有长期协议

<sup>28</sup> 开发署采购咨询委员会使用的一个系统。

的系统。该汇总表每月更新并向所有利益攸关方分发，为项目厅以及照搬项目厅长期协议的兄弟单位提供关于当前有效的长期协议的概览。

146. 粮农组织没有合同管理模块，但是其企资规划系统(全球资源管理系统)具备管理应收产品/服务、到期日和支付情况的功能。计划在所有外地办事处引入合同监测工具(报告)。粮农组织和粮食署还使用英天德系统的某些功能(电子投标子模块)，并正在探索如何将英天德系统数据与其企资规划系统接轨。

147. 教科文组织在企资规划系统中签发合同，该规划系统与一个涵盖整个采购周期且具备提醒功能的合同管理系统接轨。工发组织使用企资规划系统中的电子采购模块，由专门的工具包“知识管理解决方案”提供支持。国际电联考虑到成本，尚未激活企资规划系统中的采购模块。

148. 许多组织(粮食署、世卫组织、知识产权组织、劳工组织和国际电联)正在考虑使用单独的合同管理专门软件，例如英天德系统。这些单独的自动化软件包比大规模的企资规划系统成本低，具备专门的合同管理功能，因为基于英特网，不论该组织是否安装了企资规划系统，在世界上任何地方都可以使用，这一点在紧急情况下尤为重要。据称，这类软件包的缺点是独立于组织的企资规划系统，而且未必提供外地办事处需要的语言版本。

149. 分散地管理各项合同是一项复杂的工作，需要获得自动化系统可提供的一切支助。需要利用自动化技术以及现有自动化系统——例如企资规划系统和其他数据库跟踪系统——的能力，以确保这些系统也为授标后的合同活动提供支助。不过，并非所有组织都需要复杂的企资规划系统或专门的软件包来管理合同。取决于合同数量和复杂程度，简单、现成的自动化工具可能就足以有效、高效地管理合同了。例如，一些组织(国际电联、气象组织、万国邮联)仅利用 Excel 对合同进行监测，还有一些组织，例如世卫组织正在建立基于权限的合同数据库。

150. 落实建议 11 有望提高授标后合同管理活动的效率。

#### 建议 11

联合国系统各组织行政首长应根据成本/效益分析，并参照对合同管理功能的需求程度，加强诸如“企业级资源规划”系统等现有信息技术系统的能力，或者考虑采用其他专门的合同管理系统，以支持授标后合同活动的管理。

## 十一. 联合国系统合同管理的协调与合作

151. 2007 年建立了采购网<sup>29</sup> (高管委采购网), 作为高级别管理委员会(高管委)的网络。采购网汇集了联合国系统 36 个组织的采购部门, 每个组织由采购司司长作为代表。采购网的任务是以透明和负责的方式在方案和服务提供上推动采购和供应链管理的战略重要性。采购网有四个工作组, 负责提高采购人员的业务水平、对供应商实施战略管理、统一联合国系统内的采购业务和做法, 以及确保将可持续的采购干预纳入联合国系统的采购活动。采购网还管理联合国系统各组织共同的采购门户——全球采购网。

152. 高管委采购网的采购人员职业发展工作组一直就知识共享和最佳做法开展合作, 包括交流岗位说明、散发联合国系统内外培训机会的信息, 以及传播专业进修知识。工作组还协助加强职业培训(见附件四)。例如, 联合国系统内超过 32 个组织参加了开发署在英国皇家采购与供应学会(采供学会)开设的课程, 2014 年有 4,000 多人接受了培训。

153. 高管委采购网还希望就供应商战略管理, 包括供应商资格、履约评估和制裁(见第六章 C 节)加强合作, 并希望给予发展中国家和转型期经济体的承包商更多机会。这项工作主要围绕全球采购网, 该网络具备供应商履约情况共享功能, 但是在统一履约评估标准和提高提交报告的整体合规水平方面还存在挑战。

154. 为了建立更加一致的采购做法, 高管委采购网授权与联合国发展集团合作开展一个全系统的协调项目。希望逐步实现以下目标:

第一阶段: 建立一个协调采购相关法规、规定、政策、程序和业务做法的共同框架;

第二阶段: 与联合国发展集团共同事务工作组合作, 记录并收录国家一级的结果和最佳做法;

第三阶段: 结合国家一级的最佳做法、需要和见解, 为国家一级的采购人员开发标准化工具包。

155. 在第一阶段(已于 2012 年 10 月完成), 就联合国国家一级共同采购的模式制定了指导方针, 并纳入了一套实用工具。通过对联合国采购手册及政策的比较分析, 得出了通用目录, 并汇编了通用采购术语表。此外, 还编写了一份白皮书, 探讨建立共同采购审查委员会的可能性。最后, 编制了长期协议信息表并得到高管委采购网的核准, 以方便照搬现有长期协议和合作开展采购。使用“交通灯矩阵”监测各采购办公室的执行进展。应当指出, 除了将合同管理列入采购手册的通用目录外, 这一阶段没有以合同管理问题为重点。

<sup>29</sup> [www.unsceb.org/content/pn](http://www.unsceb.org/content/pn)。

156. 本审查进行时，第二阶段的任务包括：协调采购界面；推动总部一级的合作以及总部对外地一级合作的支助；进行能力建设并帮助国家办事处统一业务做法。在这一阶段：将推出协调联合国采购活动的指导方针；将建立合作采购日志；起草了联合国机构间共享和使用长期协议的统一做法；将修订《采购人员指南》；还将评估统一采购文件和模板的可行性。这一阶段的工作也没有特别侧重与合同管理有关的活动。

157. 本审查进行时，预计 2015 年中启动第三阶段。主要将起草联合国采购活动通用手册的初稿，将包括协调一致的模板，以及协调采购的网上认证方案。

158. 高管委采购网就上述协调活动所做的努力和卓越工作值得称道。联检组之前的报告<sup>30</sup> 审查了这一合作的各个方面，并大力支持当前为协调各项活动所做的努力。不过，本审查发现，高管委采购网没有关注授标后的合同管理活动。采购网的一些成员似乎将合同管理视为次要问题，将其放在议程中不太重要的位置。然而，正如之前各章讨论的，这是整个采购周期中的一个高风险领域。交流授标后合同管理活动的信息，包括经验教训，协调合同管理政策、程序和准则(特别是对于联合采购活动)，将大有裨益。

159. 落实建议 12 将加强联合国系统各组织在授标后合同管理方面的凝聚力和协调统一。

#### 建议 12

联合国秘书长以行政首长协调委员会主席的身份应该确保授标后合同管理问题列为高级别管理委员会采购网的一个议程项目，并在联合国系统内采购工作专业化和协调化的日常工作中加以处理。

<sup>30</sup> 《联合国系统采购改革》(JIU/NOTE/2011/1)；《联合国系统内长期采购协议审查》(JIU/REP/2013/1)。

## 附件一(第一部分)

### 合同管理合管评估模型(合管评估模型)

联合检查组(联检组)设计合同管理合管评估模型(合管评估模型)是为了帮助评估联合国系统各组织的合同管理活动。本模型所使用的“合同管理”涉及授予货物和服务合同之后的各项活动,包括“合同行政”和“收尾”活动。

合同管理合管评估模型有两个主要目标:

这种模型用于本报告的目的是为了对联合国系统各组织这一特定范围内授标后的活动提供有章法的评估。为此,对合同具体管理人员(例如:外包干事、申购人和项目经理)以及其他利益攸关方(例如:高级管理人员、财务和法律干事)开展了一项问卷调查。

公布报告之后,接受调查的各组织将收到与该组织相关的合管评估模型调查结果。各组织可使用上述结果进一步确定各自在这种程序方面的发展水平,处理货物和服务合同管理方面感觉存在的强弱优劣问题。

制作本模型时参考了多个实体开展的工作,包括国际合同和商业管理协会(合同商管协会)的合同能力成熟度模型、加勒特(Garrett)和兰登(Rendon)的合同管理成熟度模型<sup>1</sup>、经合组织采购系统评估法(MAPS)以及美国政府问责办公室评估联邦机构采购职能框架。这些实体虽然为衡量整体采购过程提供了评估工具,但只是有限地涉及了授标后活动。因此,制定合管评估模型是为突出重点,为授标后活动以及专门针对联合国系统各组织的评估工具提供强有力的方法。

合管评估模型、问卷调查以及调查结果评价的一个基本前提是,并不是所有的组织都需要制定世界级的合同管理程序和方法才能高效和有效地管理合同。例如,合同(相对复杂)数量较少的组织可能不需要全面自动化系统来管理此类合同。另一方面,管理复杂和/或高价值或高批量合同的程序和能力有别于管理小额或例行合同的程序和能力,它们需要先进的方法和技术。合管评估模型不对合同作任何区分,但它试图处理适用于所有团体和不同级别的合同管理活动的要素。

合管评估模型包括以下 10 类:

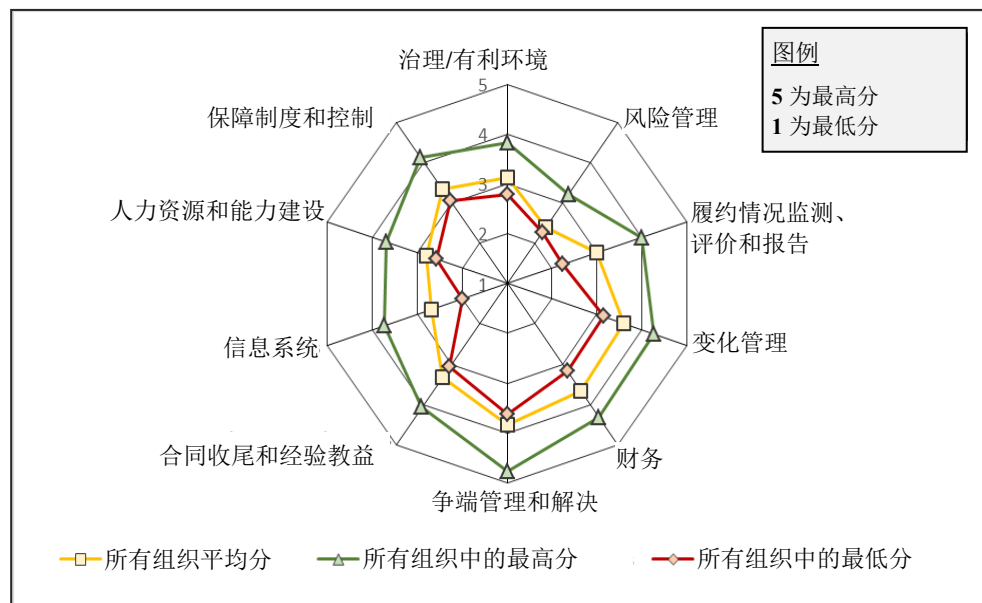
1. 治理/有利环境
2. 风险管理

<sup>1</sup> 格雷戈里·A·加勒特、勒内·G·伦登(2005):《合同管理:组织评估工具》,国家合同管理协会。

3. 履约情况监测、评价和报告
4. 变化管理
5. 财务
6. 争端管控和解决
7. 合同收尾和经验教益
8. 信息系统
9. 人力资源和能力建设
10. 保障制度和控制

合管评估模型的每一个类别都包含作为程序说明编写的若干要素/标准，以征求参与调查者的回复。程序说明具有跨领域性质，涉及关键的合同管理程序和相关活动。为体现调查答案和相关分数，使用了 5 分制(1—从来没有，2—很少，3—有时，4—大多数时候，5—总是)，与衡量上述各类的发展水平的评级相对应。据此，合管评估模型提供了一个组织与其他联合国组织总排名(所有组织中的最高分、平均分和最低分)相比的排名——见下文图 A.1 和 A.2。

图 A. 1  
联合国系统 14 个组织累积合管评估模型结果

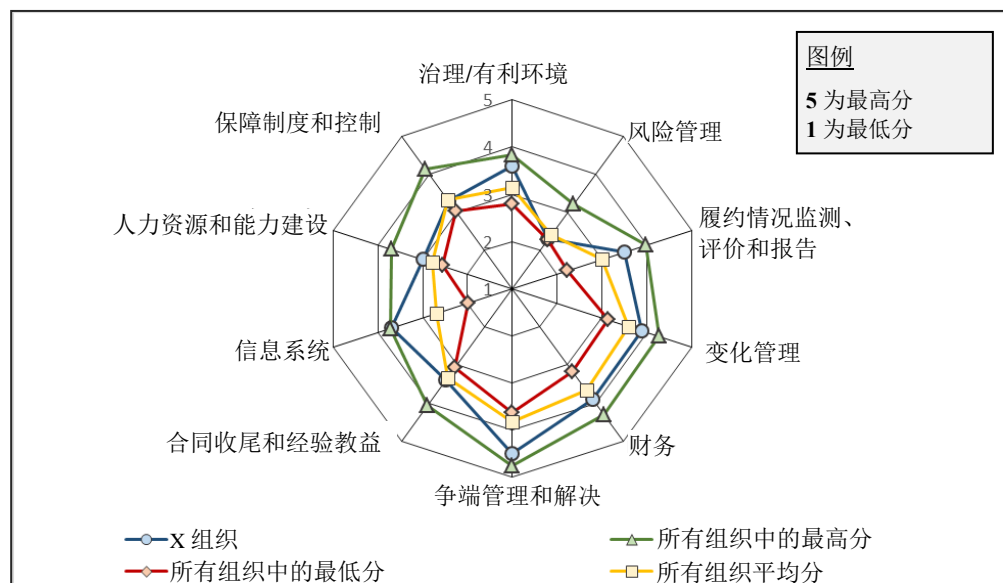


合管评估模型为在联合国系统各组织中识别和利用最佳做法并推动知识共享提供了机遇。它并不提供解决办法，也不解决本模型提出的问题。相反，应当将其视为一个组织在需要进一步加强的领域制定合同管理能力开发计划的起点。例如，使



用这种模型可确定哪些合同管理领域需要增加培训或资源，以达到预期的能力或成熟度。最终，将由联合国系统各组织自己采取必要行动改进合管评估模型确定的那些关键的程序。为此，联检组将向参与的各个组织分别提出报告，附上作为本次审查一部分开展的调查的结果，并由各个组织视情况着手开展进一步分析。图 A.2 展示了向一个典型组织个别提出的报告的样本图。

图 A.2  
一个典型组织的合管评估模型评估结果



为表示不同组织的分数，合管评估模型评分法使用两个主要衡量标准：每个组织的平均分(按组织个别分列<sup>2</sup>)和类别加权平均分(所有组织)。为了产生对每个组织具有同等相对影响的平均分，评估结果因各组织、类别和程序的回复率以及样本规模各异而作了调整(“标准化”)。删除了统计学上被视为无关项的结果。为进行数据管理和统计分析，使用了 Excel 和 SAS(9.4 版)。

今后决定使用这一模型的组织可选择扩展评分系统，分配不同的权重或酌情进行优先排序，以反映具体组织的特定和/或独特兴趣。合管评估模型评估授标后程序的发展水平，但是并不使用统计数据解释发展水平。相反，使用量化数据是为了发现不一致之处、优势和需要加以改进的领域。

合管评估模型问卷调查发给了联合国系统中总体采购量最高的 10 个组织以及另外 4 个专门机构，以反映更为广阔的视野。这些组织和机构包括：联合国秘书处、儿基会、开发署、粮食署、难民署、卫生组织、项目厅、泛美卫生、人口基金、粮农组织、劳工组织、教科文组织和工发组织。为本调查的目的，问卷请每一个组织

<sup>2</sup> 为说明起见，各组织的最高分和最低分列在图 A.1 中。



说明构成其 2013 年采购费用前 20% 的最高值合同以及参与上述合同管理和行政的工作人员。

本调查为匿名调查。联检组将问卷发给了 983 名工作人员；收到了 262 份回复 (27%)<sup>3</sup>。参与调查者有如下特征(多次回复是可能的)：采购/外包干事(45%)；合同经理(25%)；申购人(11%)；项目经理(10%)；合同委员会成员(15%)；法律干事(4%)；财务和/或会计干事(9%)；内部审计员或评价干事(2%)；最终用户(6%)及其他(20%)(例如助理、物流专家、国家办事处代表)。

回复者中，大多数(51%)有 10 年以上采购和/或合同管理工作经验，35%有 5-10 年工作经验，12%有 2-4 年工作经验，3%有 1 年以下工作经验。大多数为专业人员(69%)，一般事务人员占 20%，11%为主任或同等级别。

55%的回复者在其组织的总部工作，他们的经验主要涉及服务型合同。43%拥有英国特许采购与供应学会(采供学会)认证或同等认证，其中 62%拥有采供学会三级或三级以下认证，25%拥有四至六级认证，14%拥有其他类型的认证。

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<sup>3</sup> 40 名参与者的回复遗漏了重要问题，因此为了分析的目的未予考虑。

## 附件一(第二部分)

(English Only)

## 合管评估模型调查

Governance / enabling environment	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. Organization provides clear vision and strategy for the post-award management of contracts.						
2. Post-award contract management activities have adequate financial and human resources.						
3. Post-award related policies, procedures and rules are systematically reviewed and improved.						
4. Contract management policies, procedures, and rules are mandatory but differentiated based on contract size, complexity and value.						
5. Personnel managing contracts are well versed in applicable contract management policies, procedures and rules.						
6. There is compliance with applicable policies, procedures and rules by all personnel involved in the post-award contract phase.						
7. Contract management roles, responsibilities and accountabilities, for all involved personnel and all decision making processes are clearly defined before or at the beginning of the post-award phase.						
8. Delegation of authority to manage contracts during the post-award phase is given to persons in writing.						
9. Contract management delegation of authority is given only to persons who have the skills to exercise such authority (considering size, complexity, and value of the contract).						
10. Depending on the value, size or complexity of contracts, the organization uses an integrated team approach to managing contracts, consisting of multifunctional teams (procurement, contract management, legal, finance, etc.).						
11. Persons managing contracts are held accountable for adhering to contract management policies, procedures and rules.						
12. Code of ethics guidelines related to procurement are systematically distributed to all staff managing contracts.						
13. Persons managing contracts submit declaration of independence statement at the beginning of the post-award phase (e.g. conflict of interest etc.).						

14. There is adequate support to contract managers and/or requisitioners by other offices in the organization (procurement, legal, finance, etc.).						
15. Contract management policies, regulations and rules apply equally to subcontractors of the primary contractor.						
16. In large or complex contracts, Contract Management Committees are established for the duration of post-award contract management.						
17. Organization participates actively in harmonization/collaboration activities related to contract management policies, rules and procedures among UN entities.						
18. When a contract, such as an LTA, is used by a cluster of organizations formalized roles and responsibilities exist for the parties managing the various aspects of the contract (amendments, performance, etc.).						
19. Upon awarding a contract, the organization conducts a post-award conference with the contractor to discuss communication levels and processes (e.g. formal and informal meetings, contract schedules and change control, performance monitoring procedures, etc.)						
20. Relationships between organization and contractor are managed in a professional manner based on cooperation and mutual understanding.						
<b>Risk management</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. There is a risk management plan in place for the post award activities that includes a risk mitigation plan.						
2. Contract risk is assessed frequently over the life-cycle of the contract.						
3. There is clear designation of responsibility for implementing/actioning any necessary risk mitigation treatment.						
4. Contract risk assessments and/or plans specifically address contractor fraud risks and mitigation.						
5. Contractors are involved in identifying contract risks.						
6. Contract management related risks are quantified and expressed in financial terms.						
<b>Performance monitoring, evaluation and reporting</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. An evaluation of the overall performance of a contract is conducted, and is fed back into the procurement system and management process.						

2. Evaluation includes self-evaluation of the organizational entity (person or team) managing the contract.						
3. The level of contract performance monitoring and control is decided based on the size, complexity, value of a contract and applicable risk assessments.						
4. Clear, measurable and relevant performance indicators (KPIs) are developed for complex/large value contracts (as part of the contract document or as part of a post-award contract management plan).						
5. KPIs are systematically monitored.						
6. Reports on the performance of individual contracts (spot checks, progress reports, variance analysis, etc.) are systematically submitted up the management chain.						
7. Corrective action is immediately taken when variance between actual and expected performance is detected.						
8. Contract performance and/or exception reports that include explanation on cost overruns are included in the reporting chain.						
9. Contract performance reports (periodic and final) are submitted in a timely manner.						
10. A contractor's underperformance is systematically dealt with (e.g. withholding payment, involvement of senior management of both parties, termination, etc.).						
11. A contractor performance evaluation is mandatory for all contracts valued above a pre-determined amount (threshold).						
12. Contractor performance evaluation reports are prepared based on a standard performance rating system.						
13. Contractor evaluation reports are recorded in a central database.						
14. The organization measures and reports on end-user satisfaction levels.						
15. Senior management actively monitors performance of contracts.						
16. The organization provides relevant evaluation information to the contractor and seeks feedback.						
<b>Change management</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. Change control clauses and administrative procedures are in the contract and define how changes should be managed throughout the contract life-cycle.						
2. Designation of persons with authority for contract change negotiations and modifications (changes on schedule, price, performance, quality etc.) is clearly established for all contracts.						

3. Persons with such authority are identified by the organization before or immediately after contract award.						
4. Such authority is given to persons who have the capacity and skill to exercise it.						
5. Contract changes that cause an increase in funds are not executed without a certification of availability of funds.						
6. Standard templates exist for processing change requests and contract modifications.						
7. Contract time extensions are negotiated / agreed before the expiration date of the contract.						
8. Justification of time or cost increases of contracts is documented.						
9. The role of Contract Review Committees in contract modifications is clearly defined.						
10. Contract Review Committee members have expertise and knowledge in contract management.						
11. An analysis of contract modifications and associate costs is prepared on an aggregate basis and submitted periodically to senior management.						
12. Change Control Boards are established for large/complex contracts to control contract delays and cost overruns.						
<b>Financial</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. All necessary authorizations and approvals are obtained prior to making payments.						
2. Payments are linked to performance of contracts.						
3. Penalties (withholding of payments etc.) are invoked for underperformance.						
4. Timely acknowledgment of receipt of goods and services is provided allowing financial units to process payments on time and/or take advantage of discounts.						
5. Appropriate segregation of duties is maintained throughout the payment process.						
6. Receipt of goods and services are certified and recorded at all instances by designated/authorized officials prior to payment.						
7. Accounting/financial personnel query discrepancies systematically between documents of services/goods received and vendors' invoice(s).						

8. When contract price adjustments are allowed, pricing arrangements are regularly reviewed and updated.						
9. The organization measures its own cost of managing contracts.						
10. The organization maintains a record and reports to management cases of delays in payments and causes of delay.						
<b>Dispute management and resolution</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. Contracts include clear dispute resolution procedures that provide for an efficient and fair process to resolve disputes during the performance of a contract.						
2. Efforts are made to resolve disputes through negotiation or mediation.						
3. Organization is capable and prepared to resort to arbitration when other dispute resolution procedures are exhausted.						
4. Organization provides adequate legal support for dispute resolution cases.						
5. Outstanding claims are settled expeditiously.						
6. Processes to terminate contracts due to cause or default are in place and in use.						
7. Clear policies and procedures are in place to debar/ delist contractors (including guidance on causes for debarment).						
8. Debarred/ delisted contractors are inserted in a central database.						
9. If a database of debarred/ delisted contractors exists, it is constantly updated.						
<b>Contract close-out and lessons learned</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. There is a well-documented process for contract completion and close-out, including checklists, to verify that all contractual obligations have been fulfilled.						
2. Contract close-out process includes verification of final delivery, preparation of final contract performance reports, financial settlements, and record of any residual obligations.						

3. Contract close-out activities are performed with input by the end users.						
4. Contract close-out is performed with input by other key areas (legal, finance etc.).						
5. Financial securities are liquidated (release of bid bonds, performance bonds, advance payment bonds, etc.) immediately after they become moot.						
6. Warranty periods are judiciously observed.						
7. There are processes in place for storage, handling and disposal of contract files.						
8. Upon completion of contracts, security passes and/or access to UN premises by contractor staff are promptly terminated.						
9. The organization documents lessons learned and best practices in order to continuously improve its management of procurement and contract management processes.						
10. Lessons learned and best practices are inserted in a central database for use in subsequent contracts.						
11. The organization exchanges lessons learned and best practices with other United Nations system organizations.						
<b>Information systems</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. The organization uses automation systems and procedures for collecting and monitoring contract management statistics.						
2. Degree of automation of post award management activities is based on a cost/benefit analysis.						
3. Contract management functionalities are automated for complex, high risk and/or high value contracts/projects (e.g. automated approvals, workflows, performance monitoring, etc.).						
4. Contract management functionality is integrated with other systems or sub-systems (ERP, project management, dashboards, finance, etc.).						
5. Online 'Dashboards' or other online means are provided to senior managers and/or other stakeholders to observe the status of contract management activities.						
6. The integrity of automation data is safeguarded.						

<b>Human capital and capacity-building</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. Persons managing contracts have the level of knowledge, skill, and experience commensurate with their contracting responsibility (based on contract type, value, size, complexity).						
2. Opportunities exist for professionalization of persons managing contracts and for obtaining recognized qualifications.						
3. Personnel managing contracts are encouraged to obtain relevant professional certifications (e.g. CIPS, NIGP, EIPM or other).						
4. A robust induction and training programme exists for addressing post-award contract management and it is provided on an ongoing basis to new and existing personnel managing contracts.						
5. The organization makes concerted efforts to develop and retain contract management expertise.						
6. Based on contract complexity and need for specialized expertise, access to such expertise is pre-arranged at the outset of contracts.						
7. Quality control standards are disseminated and used to evaluate performance of staff managing contracts and to address capacity development needs.						
8. Annual performance evaluations of staff involved in managing contracts include assessment of their performance as contract managers.						
9. Contractors/vendors are trained / briefed on the organization's rules, regulations, procedures and the expectations under the terms of the contract.						
<b>Assurance systems and control</b>	Never	Seldom	Sometimes	Most of the t time	Always	N/A
1. There is a robust regime in auditing contractors and related contract activities.						
2. Risk based audits and performance evaluations of contract management activities are systematically conducted by the organization's oversight bodies (internal and/or external).						
3. Contract change control and management processes are an integral part of the standard audit procedures.						
4. Auditors are sufficiently knowledgeable about contract management requirements and systems.						
5. There is timely action and compliance on contract management findings and recommendations made by audit and evaluation bodies.						



6. Reviews (by panels of internal and/or external knowledgeable persons) of contract management activities are systematically conducted in the field and at headquarters.						
7. At the start of managing a contract all stakeholders are briefed of existing mechanisms for reporting fraudulent, corrupt, unethical, collusive, coercive or obstructive behaviour.						
8. The contract documents require contractors to report instances of fraud or presumptive fraud observed during the execution of contracts.						
9. Provisions are fully enforced when addressing contract corruption, fraud, conflict of interest, and unethical behaviour.						
10. Proactive fraud risk management systems are in place to address contract fraud.						
11. Personnel involved in managing contracts have the skills to detect fraud.						
12. A vendor sanctions mechanism is activated when required.						

**What are the major strengths of your organization's post-award contract management process?**

Open-Ended Responses

**What are the major weaknesses of your organization's post-award contract management process?**

Open-Ended Responses

## 附件一 (第三部分)

(English Only)

## 合管评估模型调查答复选录

The responses below originate from the open-ended questions of the CM-PAM survey ( “What are the major weaknesses of your organization's post-award contract management process? ” ). When necessary, responses were edited for spelling and language errors and to retain anonymity.

<b>General statements</b>
<ul style="list-style-type: none"> <li>- [...] Contract management is a huge afterthought while procurement itself gets a lot of attention. Systems are lacking in so many areas - evaluation, remedies, automation, etc. The low level of sophistication on contract management is very worrisome to me</li> <li>- Not paying enough attention to the subject in question, contracts are not managed after being signed [...]</li> <li>- Contract management portion of the procurement cycle at the contract level is sometimes underplayed. More relevance is giving to the initial states of the procurement cycle (tendering, sourcing, awarding)</li> <li>- Post-award contract management is not given due importance in my organization [...]</li> <li>- There is no systematic approach towards contract management. Most of the time contract management phase is not taken into consideration at the time of tender package preparation</li> <li>- Due to the workload, normally post-award contract management is not a priority to all staff</li> </ul>
<b>Contract-management-related policies and procedures</b>
<p><i>Lack of policies and procedures</i></p> <ul style="list-style-type: none"> <li>- There is not yet a written policy on contract management in this organization. No guidance is available to field staff on contract management [...]</li> <li>- The first major weakness will be that there are not enough well defined rules and procedures for the post award contract management [...]</li> <li>- My organization does not have an official policy on contract management. At present Procurement and the management are working on it [...]</li> <li>- Major weaknesses are many among them: There is no standard procedure for contracts management. Each mission performs based on their ability; in some areas they have no knowledge of what is required [...]</li> <li>- Contract Management Policy is currently under review and should be re-issued within 2-3 months by the HQ of my organization. This should give clear guidelines on the roles and responsibilities of Contract Management personnel worldwide, not only during the post-award phase but also pre-award, as these functions are increasingly considered as cross-cutting. Currently there are some grey areas and among the many missions; differing views and methodology are practiced [...]</li> <li>- The organization does not recognize post award contract management as a must. The procurement model of this organization is solely based on rules compliance: a successful contract is therefore a contract awarded by the relevant</li> </ul>

contracts committee. Post award contract management is left at the discretion of each business unit without corporate support #119)

*Lack of compliance with / knowledge of rules and regulations*

- Some of the processes and procedures followed by the procurement division are not well known. In answering some of these questions I have put N/A when, in fact, I just do not know the answer. It may be that our procurement division has some of the processes etc. in place but that this is not widely known
- Only a few months ago written contract management guidelines have been developed and published, therefore there was no consistency on way of managing contracts [...]

**Contract-management structures, roles and responsibilities**

*Ambiguous / unclear roles and responsibilities and accountability*

- There is no use of a personal responsibility policy as stated in the administrative manual, this should be improved
- Decentralized procurement of services to the requisitioners, who are not procurement experts and have conflict of interest [...]
- The majority of the responsibility is shifted to the Project manager, even for the issues beyond his control
- The program staff managing the contract is mostly unaware of the procurement rules and regulations. Hence, they are dependent on the person dealing with procurement. In our case the Administrative and Finance Officer is being the responsible and accountable person for procurement of goods and services
- The deciding senior managers do not understand the importance of proper contracts management
- There are virtually no pre-defined roles, responsibilities, qualifications of contract management officer [...]
- Lack of clarity in some instances on who should do the contract management [...]
- The Procurement Bureau is rarely informed in a timely manner when performance issues arise (Procurement is often notified when it is too late to resolve the problem [...])
- Staff working in this area is also responsible for multiple other areas; allowing limited time to focus on post-award contract management
- Absence of clear functions and accountability of contract managers; absence of directives to senior management on the function of contract management; different structures of contract management units in different missions with different reporting lines for contract managers; Different tasking of contract managers in different missions; Unclear distinction between the operational contract management function with the function of contract managers; Lack of centralized direction on the different accountabilities of stakeholders in the contract management function; Inadequate representation of contract management function at HQs level [...]
- Senior Management should emphasized the role and responsibilities of the contract managers and raise awareness that Managers are accountable for poor monitoring of the contracts
- We are not strong in contract management for services. I think it is not a lack of expertise, but rather a lack of a good contract management system and human resources to devote to it [...]. The lines of responsibility are blurred in this case

<ul style="list-style-type: none"> <li>- There needs to be a team consisting of the contract manager/end user and the contracting section doing the contract management together. This cannot be left only to the contract manager or the end user [...]</li> <li>- Some Requisitioners have very poor or non-existent knowledge for the procurement rules and regulations and little diligence is used when managing contracts. There is little level of coordination between units, requisitioner, procurement, finance with management</li> <li>- My organization does not have a stand-alone contracts management mechanism. In addition, due to decentralization of procurement authorities to personnel in substantive offices, procurement and contract management functions are in many instances performed by staff who do not have the required understanding, knowledge and skills</li> </ul>
<b>Formal contract-management designation</b>
<ul style="list-style-type: none"> <li>- Taking in consideration that during the assessment I have noticed few things that are not applicable in our office like written delegation to staff [...]</li> <li>- There is no delegation [...]</li> <li>- Lack of the appropriate level of delegation with the expected level of accountability to enable proper monitoring of contracts</li> </ul>
<b>Professional contract-management units</b>
<ul style="list-style-type: none"> <li>- There needs to be a recognition of contract management as a higher profile of procurement activity compared to transactional procurement. Job level wise, contract managers are at the same levels as buyers working on transactional procurement, which doesn't match the different level of risk and responsibilities the two profiles have to carry; further it prevent from building a strategic career path from managing transactional procurement to contracts</li> <li>- Our Mission did not have a Contract Management Unit or Focal Point at all and it was identified as a weak point of the Mission. This is why the Mission just started to develop Contract Management System and it is only two months ago that the Mission designated the Focal Point for the Contract Management</li> <li>- Underrating the importance of Contracts Management functions and the erroneous believe that the requisitioners can manage contracts irrespective of the nature and value of the contracts</li> <li>- This has not been given enough attention. The people managing this part of contract are not adequately skilled for contracts. they are usually well oriented professionals who manages the contracts as a small segment of executing their duties</li> </ul>
<b>Human resources and capacity-building</b>
<p><i>Career advancement / career paths / staff retention</i></p> <ul style="list-style-type: none"> <li>- Staff turnover: procurement staff are in demand, easily get other jobs. No recognition of the work carried out by procurement staff: procurement staff are prone to leave procurement to find more gratifying jobs in other departments. Lack of carrier path for procurement staff working for the UN</li> <li>- Give more opportunities to staff managing contracts with recognized qualifications</li> <li>- Lack of expertise, skill and capacity of personnel charged with contract management Inflexible staff rules which make it difficult to fire incompetent staff members [...] Lack of training within the Organization. Lack of promotion by merit of personnel which has a demoralizing impact on staff managing contracts</li> </ul>

- Insufficient provider knowledge on the efficient management of contracts. Low capacity of the Office to maintain in the long term qualified personnel in efficient management of contracts

*Lack of experience / knowledge*

- Not many staff have been exposed to managing of contracts especially for construction works
- CIPS training has theoretical aspects but no experience sharing or best practices are available [...]
- Persons managing contracts do not have proficiency level of knowledge, skill, and experience commensurate with their contracting responsibility (based on contract type, value, size, complexity) [...]
- The lack of knowledge and awareness of the importance of proper contract management for the successful implementation of programs and projects
- Lack of professionalism by individuals, lack of knowledge by individuals in contract management and technical areas no time to manage the job [...]
- Very often personnel responsible for contract management are not qualified/suitable for the task
- The weakness arises in areas procuring items outside the mainstream supply/goods, where there is limited availability of procurement and contracting expertise and this is spread thinly to support those undertaking procurement, who are technical experts in areas other than supply/procurement/contracting
- In most locations, the requisitioner is left to manage the award post contract award. These people are typically not skilled contract managers while being the experts in the requirements [...]

*Limited human and financial resources*

- There is no capacity within the organization to dedicate skilled staff, Supply Officer function covers zillion topics coverage of which is unrealistic and not achievable, poor and non-adequate staffing represent major risk to the Organization
- Scarcity of personnel result in a small pool of qualified personnel
- Lack of professional staff at the field office to manage and perform post-award contract management and also to enhance local staff capacity and knowledge [...]
- Lack of resources and specialized expertise in contract management and related topics (i.e. project management skills/operational)
- Allocated resources are often insufficient [...]. Staff responsible for contract management does not always have the required experience and qualifications [...]
- Limited resources focused on post-award contract management [...]
- The major weaknesses of our organization's post-award contract management process are: human capital and capacity-building [...]

## Training/capacity-building

### *Lack of training*

- Right people are not on right place and also lack of training and development opportunities
- Inadequate training of staff on related processes
- No time to "manage" contracts due to lack of resources, lack of training on how to manage contracts
- There is no systematic education of staff in post-award contract management
- There should be a general training regarding the Organizations' contract and risk management. Also at the beginning of the appointment, the field officer should be informed about the focal point in HQ in order to be able to get guidance on any issue related to contractual matters
- Training of contract committee members and field staff managing contracts
- No training for staff handling complex contracts; No training for contractor after award to enhance their contractual understanding and obligations; No training on risk management; Lack of training in arbitration mechanisms
- There is no proper plan to train staff involved in contract management process
- Contract owners should be additionally trained and also up-to-date trainings should be organized so they better acquire culture of risk and contract management processes - in case of lack of control in approving the deliveries or requesting final payment even if not really satisfactory (not speaking of fraud)
- Training of contracts staff Performance evaluation tools need to be made more simpler, accurate and relevant to indicators they are measuring.
- Training required: An introduction of training programme for addressing post-award contract management issues and it is to be provided on an ongoing basis to new and existing personnel managing contracts. Training on quality management systems and standards can be introduced either via online or in person to address capacity development requirements within the organization. Efforts should be made for enhancing/ updating knowledge of persons managing contracts have the level of knowledge, skill, and experience commensurate with their contracting responsibility [...]

### *Certifications / CIPS*

- Lack of mandatory certification for contracts management
- While procurement officers are better trained today than in the past (CIPS online certifications etc.), contract management as activity that bridges the gap between programme staff and operations staff is not yet considered holistically as a key issue and it is still dealt at piece meal. Training is not provided [...]

### *Performance evaluation*

- The major weaknesses are (a) lack of self-assessment when conducting performance evaluation [...]
- There is a need for standardization, including the performance evaluation procedures
- There are no consequences to poor performance for staff especially at senior level

### Risk management

- There is no differentiation of the contract values in terms of the application of the rules and knowledge of the staff in managing large projects
- It appeared from my limited experience that the following weaknesses have been hindering tender processes and causing repetitive bad decisions: 1. No serious risk management plans [...]
- Lack of proactive risk assessment before the award and post award management
- General weakness in risk mitigation procedure that provides safeguards for successful implementation/ execution for the contract's objectives/ or usually a premature module for risk management is followed [...]
- Risk management is still not in the culture of staff
- We still need to grow more on early detection and risk management (mitigation, eradication, etc.)
- Timely availability of risk management plan for the post award activities is sometimes poses a challenge for the Organization [...]

### Performance monitoring, evaluation and reporting

- The person who is managing the contract or administering the contract have less ideas regarding the subject or don't put sufficient time to monitor the contract performance
- The major weaknesses of our organization's post-award contract management process are Performance Monitoring, Evaluation and Reporting
- There is no integrated and robust system to monitor organization's post-award contract management process
- Post-award contract management is ad-hoc and inconsistent currently; there is no template for a structured CM approach; skills of staff unknown; Performance meetings and KPI monitoring frequency are unknown; no collaboration with any key stakeholders for high risk/high dollar contracts. There are many opportunities to improve contract management and oversight functions here

#### *Key performance indicators (KPIs)*

- Rarely KPI and SLA are developed and agreed with vendors. Internal client do not have knowledge of contract management. No performance report are drafted before extending a contract nor a balance of lessons learned is done
- KPIs and LSAs are still not developed systematically
- KPIs are rarely used and end-users are rarely asked to submit their feedback on received services
- Absence of disseminated/streamlined processes for contract management beyond vendor performance evaluation against established KPIs [...]
- General weakness in defining accurate KPIs and measuring effective performance to KPIs which results in defining exact level of effort/ output and hence proper linkage to payment

#### *Contract performance monitoring*

- Monitoring the competitive terms of Service Level Agreement Compliance; Timely contract close-out, extension or renewal are weaknesses
- The monitoring of the contract performance is ad-hoc and will depend on the professionalism of each responsible contract officer [...]

<ul style="list-style-type: none"> <li>- There is no system to ensure that it is mandatory to submit a vendor or contractor's performance appraisal prior to the final payment [...]</li> <li>- Lack of monitoring of the contract expiration dates and NTE utilisation result in many ex-post facto situations [...]. Lack of continual market surveys/assessments result in the incumbent continually being seen as the only alternative, particularly when the contract renewal process is left until the last minute</li> <li>- There is a need for a more coordinated and structured approach to Contract Management activities at the mission to monitor contractor performance, measure compliance, develop technical requirements and evaluate bids. These issues are critical throughout the solicitation process and have been highlighted over many years [...]</li> </ul>
<b>Reporting on contractors' performance</b>
<ul style="list-style-type: none"> <li>- There is not a comprehensive and effective vendor performance system in place</li> <li>- No systematic contractor evaluation, statistics available</li> <li>- There exist no templates or systems to capture and analyse contractor performance and as a result different field offices could be hiring same vendors even if their performance was poor in another location - a good example of this is individual Contractors who move from one place to other [...]</li> <li>- No record in database in case of bad performance [...]</li> <li>- I do not see a real weaknesses as all steps are clear for each responsible staff, the only thing is maybe that we do not have a clear automatic database for the "bad" vendors and frauds</li> <li>- There is no system established to monitor on the performance and no Organization wide tool enabling to share information on vendors</li> <li>- Contract performance reports are not submitted on time or requests for extension. Procurement officers have to remind requisitioners to send the above documents [...]</li> </ul>
<b>Remedies</b>
<ul style="list-style-type: none"> <li>- Implementing remedial actions brought about by insufficient statement of requirement</li> <li>- Legal teams advise not to escalate vendor disputes as much as possible considering the high cost of arbitration coupled with lack of staff both in procurement and legal teams at HQ or at region [...]</li> <li>- A vendor sanctions board is not yet in place [...]</li> <li>- Resolution of unsatisfactory contracts is not well managed</li> </ul>
<b>Reporting to senior management</b>
<ul style="list-style-type: none"> <li>- [no automated system] to report variances in aggregate manner to upper management - accountability needs to be clearly defined in measurable terms [...]</li> <li>- Not enough supervision by Procurement and executive of post-award performance [...]</li> <li>- Interest and involvement of Senior management could be sought for active contracts monitoring, especially mission critical contracts</li> <li>- The management system in place in my mission is not evident as there is hardly any management oversight for contract management</li> <li>- No management reviews are conducted on contractor performance unless there is a service / good delivery stoppage and then it is managed ad-hoc</li> </ul>



### Lessons learned

#### *Lessons learned / best practices*

- Expertise exists but lessons learnt are not widely known or shared
- Lessons learned are not shared within the organization [...]
- [The major weaknesses of our organization's post-award contract management process are ] Contract close out and lessons learned
- Availability of Lessons Learned: The proper documentation of lessons learned and best practices in contract management processes be shared with persons responsible for contract management within the Organization. Lessons learned and best practices are inserted in a central database for re-use in relevant contracts [...]

### Assurance systems and controls

- Auditors are without power to ensure real change and reform in the organization. Audits occur too late and are too vague [...]
- There is a lack of accountability of contract managers on under performers. Lack of audit/reporting of contracts' technical output. Lack of understanding of Terms of Reference

### IT systems deficient in supporting post-award contract management

- [The major weaknesses of our organization's post-award contract management process are] Information Systems
- We need more technology for the Contract Management and Vendor Performance Evaluations. We need an integrated system capable of having all this data, but we will have that soon hopefully (#1)
- ERP needs to be linked with contract management system
- ERP module for contract management not yet in place [...]
- [The major weaknesses are] lack of integrated online systems for contract management
- Although our ERP system has the necessary functionalities for contract management, these have not yet been implemented
- The procurement process, contract issuance and contract management are not integrated parts of a well-coordinated process through the ERP system used. Multiple subsystems are used and they are not integrated
- The organization does not have the automated tools to monitor contract management procedure, only a simple excel document and smartsheet including project management to keep track on procurement process. No use automation systems and procedures for collecting and monitoring contract management statistics
- There is no automated system to follow up and report contract management, work has to be done manually. No automated system to remind of stages to compare plan versus actual [...]
- Lack of automated system in the field offices to monitor the contracts [...]

- There is a lack of automated systems to support compliance monitoring and risk management (identification and prevention) [...]
- There is a lack of Automation System: Establishment and use of automation systems and procedures for collecting and monitoring contract management statistics with sufficient relevant training for staff managing contracts. Strengthen contractor's performance and evaluation mechanism by providing standardized reports, charts etc. for persons managing large value contracts [...]
- There are no proper automated systems for contract management [“]

*Centralized depositories / IT systems*

- There is no central depository to indicate whether a consultant/contractor performed well or not well which could be shared throughout the Organization and the UN in general. No Data Base of contractors exist. Bad performance is on the contract file but once that file is archived and the persons involved are no longer around no one else really knows. Years could pass and another Project Officer, PWR can award another contract to the same person
- No centralized information system keeps records of underperforming agencies
- There is a lack of a centralized database for inputting performance related issues [...]
- Although electronic systems are used, they are not centralized into one database [...]

**United Nations system procurement coordination and collaboration**

- There is no post award contract management process - monitoring of contracts is not harmonized with the organization (regions and HQ)
- Experiences are not shared with other UN offices

**Other / various**

*Performance issues*

- Perhaps the only weakness, in some cases, is inability of promptly processing the Contractors' invoices hence losing the applicable prompt payment discounts
- The timing of the contract activity implementation is not well adhered to and this causes the last minute rush, thus compromising the quality for the service. Poor procurement planning for the contracts inputs – In cases where we have to [do] procurement [for] any kind of goods for the implementation of contract, procurement requests are requested at the last minutes. This causes much delay on the implementation of the contract and also builds more pressure to the procurement team to manage the self-created emergency

*Flexibility / local needs / customization*

- As the countries contexts are different, there are contextual factors that influence post-award contract management process. For example, in Eastern Europe and CIS the vendors require contracts according to the local legislation; they have to show those contracts in the banks so that they can receive their money from my organization. In a way, our contracts are not flexible to accommodate some local requirements
- The practices of contracts management are a one-size-fits all. There is no specific measure for complex requirement that may need particular attention Templates are standard measuring same things which at times are no applicable for certain requirements/contracts

## 附件二

(English Only)

联合国系统各组织<sup>34</sup>述及合同管理的采购手册和相关文件摘录

<i>UN PROCUREMENT PRACTITIONER'S HANDBOOK 2006</i> INTER-AGENCY PROCUREMENT WORKING GROUP (now the CEB HLCCM Procurement Network)	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	The terms “ <b>contract management</b> ” and “ <b>contract administration</b> ” are often used synonymously. However, “contract management” is commonly understood as a broader and more strategic concept that covers the whole procurement cycle including planning, formation, execution, administration and close out of a contract and goes beyond the day to day “administrative” activities in the procurement cycle. Because it is difficult to draw the line between the two terms and because the majority of the UN organizations commonly use “contract management” when describing the contract administration phase, “contract management” will be used in this Unit.
<b>CM-specific section(s)</b>	<p><b>3.10 Contract Management</b> (page 3-90): Introduction (3-90); Process (3-91); Enabling contract management (3-91); Contract file and documentation (3-91); Contract analysis (3-92); Pre-performance conference (3-92); Effective communication (3-93)</p> <p><b>Contract Performance Monitoring and Control</b> (p.393): Control points (3-94); Monitoring methods (3-94); Receipt, inspection and acceptance procedures (3-94); Acceptance and rejection standards (3-96); Types of reports (3-96); Variance analysis (3-97); Taking corrective action (3-98); Follow up (3-98)</p> <p><b>Change Management</b> (3-98): Financial changes (3-99); Delays and variations (3-99); Remedies (3-100)</p> <p><b>Dispute Management and Resolution</b> (3-101): Basic rules (3-101); Additional rules (3-102); Keys to effective dispute resolution (3-102); Mediation (3-103); Escalation process (3-103); Arbitration (3-103);</p> <p><b>Financial Management / Payment</b> (3-104): Advance payment (3-104); Partial payment (3-104); Progress payment (3-104); Final payment (3-105); Holdback (3-105)</p> <p><b>Contract Completion and Close out</b> (3-105): UN organization supplied equipment and material (3-105); Warranty performance (3-106); Liquidation of securities (3-106); Supplier performance report (3-106); Claims (3-107); Lessons learned (3-107)</p>

<sup>34</sup>For several organizations, no specific policies and guidelines for post-award contract management existed. At the time of the review, WHO indicated plans to develop specific guidance; UNDP was drafting a comprehensive policy and guidance on contract management; IAEA indicated their policy was being updated and WFP indicated their reliance on the UN Procurement Practitioners's Handbook.

UNITED NATIONS SECRETARIAT <i>UNITED NATIONS PROCUREMENT MANUAL, VERSION 7.0, REVISION JULY 2013</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Contract Management:</b> The ongoing monitoring and management of the Vendor's performance regarding the goods or services to be provided as per the Contract, as well as all other terms and conditions of the Contract, such as price and discounts. It includes managing the relationship with the Vendor, providing feedback to the Vendor regarding its performance, as well as dispute resolution, if necessary. (p.13). <b>Contract Administration</b> - All actions undertaken by the Procurement Staff after the award of a Contract relating to the administrative aspects of the Contract, such as Contract amendment, Contract closure, record retention, maintenance of the Contract file, and handling of security instruments (e.g., Performance Security). (p.13)
<b>CM-specific section(s)</b>	<b>Chapter 15. Contract Management and Administration:</b> 15.1 <b>Contract Management and Administration</b> (p.256); 15.2 <b>Vendor Performance Evaluation</b> (p.257); 15.3 <b>Vendor Performance Rating</b> (p.258); 15.4 <b>Remedies</b> (p.259); 15.5 <b>Dispute resolution</b> (p.260); 15.6 <b>Contract administration</b> (p.262); 15.7 <b>Amendment of contract</b> (p.263); 15.8 <b>Subcontractors</b> (p.264); 15.9 <b>Contract closure</b> (p.265); 15.10 <b>Maintenance of Files</b> (p.266); 15.11 <b>Contract log</b> (p.267)
UNITED NATIONS SECRETARIAT DEPARTMENT OF PEACEKEEPING OPERATIONS / DEPARTMENT OF FIELD SUPPORT <i>POLICY ON CONTRACT MANAGEMENT, APRIL 2012</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<p><b>Contract Management:</b> The art and science of managing a contractual agreement throughout the contracting process. Contract management is the process of managing contracts, deliverables, deadlines, contract terms and conditions, while ensuring customer satisfaction. The purchasing process does not end when the contract is awarded. Effective post-award contract management is essential to the seamless acceptance of supplies and services. Contract management affects many areas within an organization and can significantly influence its budget, operations, customer service, and public image. Procurement and contract management are actually mirror images of each other. (p.19)</p> <p><b>Contract Administration:</b> Refers to the management of issues that arise during the performance of a contract. Once a contract award has been made, and assuming that no significant issues presented themselves during the immediate post-award phase (i.e. the protest period), the tasks associated with ensuring appropriate contract performance begin, and are usually referred to using the generic term "contract administration". The range and extent of contract administration activities required will vary greatly, depending primarily on the complexity, dollar value, and organizational significance of the contract. It is also important to note that effective contract administration is a shared responsibility of both contracting parties. The contract specifies the duties, obligations, and benefits that both parties are responsible for and entitled to. The contract administration function provides the oversight required to ensure that contractual promises are kept. Contract administration can be straightforward, particularly when the contracting parties are individuals or small organizations. The complexities often associated with effective contract administration tend to be more prevalent and important as the size and complexity of the contracting party's organizations increase. (p.18)</p>

<b>CM-specific section(s)</b>	<p><b>Contract Management Framework:</b> contract management legal framework; code of ethics; management of contracted services for the provision of goods, services and works in DPKO and DFS; reporting contract information to appropriate authorities; contractual instruments; financial regulations and rules; contractual checks and balances; standards terms and conditions of contracts. <b>Contract Management Principles:</b>operational goals of contracts; accountability; effectiveness versus efficiency; proactive contract management ; project team management ; trade-offs ; imperfections ; communication. <b>Roles and responsibilities:</b> 4 main functions and 3 phases of the contract lifecycle: Requisitioning function; procurement function; contract compliance and performance management function; and contract administration function; Contract development; contract implementation; and contract closeout phase.The first three functions are involved in all phases of contract lifecycle; contract administration function is involved in the implementation and closeout phases.The roles and responsibilities section of the policy also addresses DPKO/DFS managerial responsibilities regarding resources, risk assessment, exposure of the organization, training, outsourcing of contract management / contract administration functions, and pre-implementation / post-contract-signing meeting. <b>Key Requirements Affecting Contract Management:</b> financial guidelines for contracts, value management, performance standards, reviewing arrangements, management of information, relationship management, maintaining records. <b>Conducting Contract Management:</b> planning contracts and defining the requirements, selecting the appropriate contracting instrument, technical evaluation of bids, risk management of contracts, quality assurance, performance evaluation, transition of contracts, services to contractor, dispute resolution, managing various contract types. <b>Mission-Specific Considerations:</b> contracting in unique environments, local customs and laws, dealing with host governments, dealing with local vendors and industry, special considerations. (p.3/4)</p>
<b>UNICEF SUPPLY MANUAL</b>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<p>4.1 <b>Contract administration</b> involves planning, budgeting, scheduling and monitoring the progress of work and taking corrective actions to safeguard the interests of UNICEF and of the contractor. Contract administration involves all tasks performed by the personnel of UNICEF and of the contractor from the time a contract has been signed until it is successfully completed or terminated, payment is made and disputes are resolved. Ineffective administration of a contract leads to increased costs and delays in delivery and may expose UNICEF to legal complications with unpredictable results.</p> <p>4.2 Administration of contract calls for multidisciplinary skills: financial management, technical knowledge ; procurement expertise; project management; legal advice; etc. It is an accepted practice to hire experts, such as engineers, architects, subject matter experts, etc., to complement the skills available among existing staff.</p>
<b>CM-specific section(s)</b>	<p><b>Chapter 6, Procurement of equipment, supplies and services, Section 9: Contract Management:</b> Chapter 6: Procurement of equipment, supplies and services: Section 9: Contract Management: 1.0 Scope; 2.0 Contracts and purchase orders – background; 3.0 Overview of contract; 4.0 Administration of contract; 5.0 Scope of administration of contract; 6.0 Monitoring contract performance; 7.0 Contract remedies; 8.0 Contract amendments and cancellations; 9.0 Disputes, claims and their resolution; 10.0 Contract close out.</p> <p><b>Separate (Supply) Division Procedure (DP) 069:</b> Monitoring Supplier Performance (exclusively applicable to the procurement of goods undertaken by Supply Division, excludes service providers): 1.0 Purpose; 2.0 Scope and applicability; 3.0 Input; 4.0 Configuration of performance metrics; 5.0 Procurement centre specific measurements; 6.0 Responsibilities; 7.0 Output; 8.0 Definitions</p>

<b>UNDP</b> <i>PROGRAMME, OPERATION, POLICY AND PROCEDURE (POPP) - CONTRACTS AND PROCUREMENT</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	Once a contract has been awarded and signed, <b>contract management</b> is the process, which ensures that all parties to the legally binding agreement fully meet their respective obligations as efficiently and effectively as possible. The contract management process allows a Business Unit to track and manage the clauses, terms, conditions, commitments and milestones throughout the life of its contracts to maximize business benefits and minimize associated risks. Contract management includes monitoring performance (i.e., quality standards, delivery), effecting acceptance and payment, initiating amendments and orderly resolution of any disputes that may arise in the overall process. Further, contract management ensures that all residual obligations, such as warranties, guarantees and after sales services and support are clearly defined in terms of responsibility, liability, procedures and timeframes. Once a contract has been awarded and signed, contract management is the process, which ensures that all parties to the legally binding agreement fully meet their respective obligations as efficiently and effectively as possible. The contract management process allows a Business Unit to track and manage the clauses, terms, conditions, commitments and milestones throughout the life of its contracts to maximize business benefits and minimize associated risks. Contract management includes monitoring performance (i.e., quality standards, delivery), effecting acceptance and payment, initiating amendments and orderly resolution of any disputes that may arise in the overall process. Further, contract management ensures that all residual obligations, such as warranties, guarantees and after sales services and support are clearly defined in terms of responsibility, liability, procedures and timeframes. (p.69).
<b>CM-specific section(s)</b>	<b>Contract Management related sub-processes:</b> a.) Payment and taxes, b.) Breach or termination of contract; 1.0 Description; 2.0 Relevant policies; 3.0 Flowchart; 4.0 Procedures; 5.0 Inputs; 6.0 Deliverables; 7.0 Roles and responsibilities; 8.0 Templates and forms; 9.0 Additional info and tools; 10.0 Lessons 11.0 On the drawing board
<b>UNHCR</b> <i>SUPPLY MANUAL, AUGUST 2013</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	Once the tender process has been concluded, a contract will need to be developed and then managed with the successful bidder. Each of the <b>stages in developing and managing a contract</b> with the successful bidder is listed in the table below: <ol style="list-style-type: none"> <li>1) Drafting and dispatching the contract documents.</li> <li>2) Amending the contracts if required.</li> <li>3) Managing invoices and payment.</li> <li>4) Managing the contract to ensure goods and services are supplied and conducted as contracted.</li> </ol>
<b>CM-specific section(s)</b>	Part 2: Sourcing Goods and Services, Section 7: Contracting Goods and Services; Section 2-7-12 to 15 on <b>Developing and Managing Contracts:</b> Introduction; Process; Roles and responsibilities; Drafting and review assistance; Issuing and tracking; Sign and dispatch procedure; Acceptance and regret letters; Payment terms; Invoices; Contract breach, default or fraud; UNHCR subject of legal proceedings.

<b>UNOPS</b> <i>PROCUREMENT MANUAL, REVISION 5, 2014</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<p><b>Contract management</b> is the ongoing monitoring and management of the supplier's performance regarding the promised goods and services, as well as assuring compliance with all other terms and conditions of a contract, such as price and discounts. It includes managing the relationship between the supplier, the procuring unit, the requisitioner and/or the end user, feedback to the supplier regarding its performance, as well as dispute resolution, if necessary. (p. 185)</p> <p><b>Contract management and administration</b> refers to all actions undertaken after the award of a contract relating to the administrative aspects of the contract such as contract amendment, contract closure, record retention, maintenance of the contract file, and handling of security instruments. Contract administration is the responsibility of the procurement official in charge of the procurement process and requires involvement of the requisitioner or business unit, and at times also the input of the end user. Effective contract management and administration involves monitoring and control of contract performance, change management, dispute resolution, payments and contract completion. (p. 158)</p>
<b>CM-specific section(s)</b>	13 Contract management: 13.1 Overview; 13.2 Vendor performance evaluation; 13.3 Remedies; 13.4 Dispute resolution; 13.5 Payments; 13.6 Amendments, extensions and renewal; 13.7 Contract termination or closure; 13.8 Property disposal; 13.9 Maintenance of files.
<b>PAHO</b> <i>PROCUREMENT PRACTITIONER'S HANDBOOK, MARCH 2014</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Contract management</b> refers to the series of activities undertaken from date of signature of contract by both parties or acceptance of the purchase order by the other party to ensure that both parties to the contract fulfil their obligations in accordance with the terms and conditions of the contract or purchase order. The contract management phase concludes with the completion of the contract closeout activities.
<b>CM-specific section(s)</b>	14.2 Contracts: Vendor Performance Monitoring: 14.2.1 Contracts Pre-Performance Meeting; 14.2.2 Performance Monitoring; 14.2.3 Acceptance; 14.3 Variances and Corrective Action: 14.3.1 Variances; 14.3.2 Corrective Action; 14.4 Amendments and Changes; 14.5 Remedies; 14.6 Dispute Resolution; 14.7 Invoicing and Payments: 14.7.1 Role or FRM; 14.7.2 Invoicing; 14.7.3 Goods; 14.7.4 Services; 14.7.5 Payments; 14.8 Contract Termination or Closure: 14.8.1 Role of Requisitioner; 14.8.2 Role of the Project Officer; 14.8.3 Role of PRO or the Procurement Focal Point; 14.9 Property Disposal; 14.10 Maintenance of Files: 14.10.1 Purchase Order File; 14.10.2 Contract Administration File; 14.10.3 Archives; 14.11 Applicable PAHO/WHO E-Manual Policies
<b>UNFPA</b> <i>POLICIES AND PROCEDURES MANUAL: PROCUREMENT PROCEDURES, OCTOBER 2012</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	There are nine potential components in the <b>contract administration process</b> : Monitoring and control of vendor performance; Remedies; Dispute resolution; Financial management/payment; Amendment and Change management; Contract completion; Contract termination; Property disposal and Maintenance of files (page 144).

<b>CM-specific section(s)</b>	13. <b>Contract Management:</b> 13.1 Overview; 13.2 Vendor performance evaluation; 13.3 Remedies (termination, liquidated damages); 13.4 Dispute resolution; 13.5 Payments (financial management and payments, payments, taxes); 13.6 Amendments and change management; 13.7 Contract termination or closure; 13.8 Property disposal; 13.9 Maintenance of files.
<b>FAO</b> <i><b>GUIDELINES ON CONTRACT MANAGEMENT FOR SERVICE CONTRACTS, FRAMEWORK AGREEMENTS UNDER MANUAL SECTION 502, PROCUREMENT OF GOODS, WORKS AND SERVICES, JANUARY 2010</b></i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Contract management</b> ensures that the selected Vendor delivers the services being performed in accordance with the terms and conditions of the contract (page 1).
<b>CM-specific section(s)</b>	All
<b>UNRWA</b> <i><b>PROCUREMENT MANUAL, AUGUST 2012</b></i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Contract Administration</b> is the process, which ensures that both parties to the contract fully meet their respective obligations as efficiently and effectively as possible, delivering the business and operational outputs required from the contract and mitigating risk.
<b>CM-specific section(s)</b>	<b>Chapter 12 Contract Administration:</b> 12.1 Monitoring and Control of Contract Performance (p.111) 1); 12.2. Inspections (p.113); 12.3 Acceptance of the final product (p. 113); 12.4 Evaluation of supplier performance (p. 113); 12.5 Contract Filling and Documentation (p.114); 12.6 Recording of Data (p.114); 12.7 Changes to Contract (p. 115).
<b>IAEA</b> <i><b>ADMINISTRATIVE MANUAL, FEBRUARY 2011</b></i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Post-Award Administration:</b> Active management of contracts; Monitoring and management of supplier performance to realize value for money; Year on year negotiated savings through continuous improvement; Payment terms; Process efficiencies; Inventory and storage savings; Avoidance of future cost increases; New versus old cost; Saving compared to an external benchmark.
<b>CM-specific section(s)</b>	PART VI – Procurement and Management of Property, Section 1 (Procurement of Goods and Services): Supplier Management; Registration of Suppliers; Monitoring Supplier Performance (page 3 ff.); <b>Post-Award Administration</b> (page 13)
<b>WIPO</b> <i><b>PROCUREMENT MANUAL, ANNEX 1 ON CONTRACT MANAGEMENT, AUGUST 2014</b></i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	The purpose of <b>contract management</b> is to ensure that all parties to the contract fully meet their respective obligations as efficiently and effectively as possible, delivering the business and operational outputs required from the contract and providing value for money. It also protects the rights of the parties and ensures required performance when circumstances change



<b>CM-specific section(s)</b>	<p><b>13 Contract Management:</b></p> <p>13.1 The requester is responsible for the implementation and control of the performance of the contract to ensure delivery of goods or performance of service in accordance with contract</p> <p>13.2 Contract management planning should include agreement on the procedure for follow to resolve disagreement between parties regarding responsibilities and interpretation of the contract.</p> <p>13.3 Payments may be advance, partial, progress, final.</p> <p>13.4 Requests for modification, renewal or extension of a contract are submitted by requester to PTD for review and approval.</p> <p>13.5 The procurement officer ensures that the contract file is properly closed out.</p> <p>13.6 The procurement officer is responsible for the administration of the contract and maintenance of records.</p>
<p><b>ILO</b> <i>PROCUREMENT MANUAL, MAY 2014</i></p>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<p><b>Contract administration and management</b> is defined as the ongoing monitoring and management of the contractor's performance and obligations in relation to contracted goods and services, as well as in meeting all other terms and conditions of the contract. It is undertaken to ensure that the parties to the contract fulfil their contractual obligations and that the end-user is supplied with goods or services of the requisite standard by the required time and within budget. (p.101). <b>Contract administration</b> is the primary responsibility of the Requester. However, it will also require the involvement of the individual in charge of the procurement process (Procurement Officer) and, when necessary, of PROCUREMENT. (p.101)</p>
<b>CM-specific section(s)</b>	<p><b>13 Contract Administration and Management:</b></p> <p>13.1 Overview; 13.2 Monitoring and control of contract performance (performance indicators, inspections, acceptance of final product, evaluation of contractor's performance); 13.3 Change management (amendments, extensions and renewal); 13.4 Remedies (liquidated damages, drawing on security instruments, terminations); 13.5 Dispute resolutions; 13.6 Financial management and payments (payment officers, , forms of payment, invoicing, taxes); 13.7 Contract completion and close-out; 13.8 Disposal of assets; 13.9 Maintenance of files; 13.10 Tools (contract implementation planning meeting agenda, contractor's performance report, contract close-out checklist)</p>
<p><b>UNESCO</b> <i>ADMINISTRATIVE MANUAL</i></p>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<p>Once a contract has been awarded and signed, <b>contract management</b> is the process which ensures that all parties to the legally binding agreement fully meet their respective obligations as efficiently and effectively as possible. The contract management process allows a Contracting Unit to track and manage the clauses, terms, conditions, commitments and milestones throughout the period of the contract to maximize business benefits and minimize associated risks. Contract management includes monitoring performance (i.e., quality standards, delivery), effecting acceptance and payment, initiating amendments and orderly resolution of any disputes that may arise in the overall process. Furthermore, contract management ensures that all residual obligations, such as warranties, guarantees and after sales services and support are clearly defined in terms of responsibility, liability procedures and time frames. (AM 10.2A)</p>
<b>CM-specific section(s)</b>	<p>The <b>contract management</b> administrative process is contained in AM 7.2, however, it does not cover post-award phase.</p>

<b>UNIDO</b> <i>PROCUREMENT MANUAL, JULY 2013</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	Purchase orders/contracts are managed by the Procurements Official/Authorized Official in cooperation with the Project Manager/Allotment Holder, where applicable. The <b>management of a purchase order/contract</b> shall, as a minimum, include proactive monitoring of the contractor's performance to ensure compliance with the terms and conditions of the purchase order contract.
<b>CM-specific section(s)</b>	Article 17: Management of Purchase Orders/Contracts; 17.1 Monitoring and control of contract performance; 17.2 Delivery, inspections, goods/services/works receipt; 17.3 Invoicing and payment; 17.4 Claims management; Article 18: Contractor Performance
<b>UN WOMEN</b>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Contract Administration</b> is the process, which ensures that both parties to the contract fully meet their respective obligations as efficiently and effectively as possible, delivering the business and operational outputs required from the contract and mitigating risk. There are five stages in the Contract Administration process: a. Monitoring and control of contract performance; b. Contract Amendments; c. Dispute resolution; d. Payments and Taxes; e. Contract Closure. Contract Administration needs vary greatly from contract to contract and hugely depend on many factors, inter alia, contractor performance, quality of requirements definition and the stability of the overall situation in which the contract is being performed, e.g., shipping or operating modalities may change during the contract period due to political circumstances etc.
<b>CM-specific section(s)</b>	13. Contract Management; 13.1. Contract Administration; 13.2. Monitoring and Control of contract performance; 13.3. Contract Amendments; 13.4. Breach of Contract and Termination; 13.5. Dispute Resolution; 13.6. Payments and Taxes; 13.7. Contract Closure; 13.8. Maintenance of files
<b>ITU</b> <i>ITU PROJECT MANAGEMENT GUIDELINES, JULY 2013</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	none
<b>CM-specific section(s)</b>	4.2 Executing and Monitoring; 4.2.1 Build Deliverables; 4.2.2 Executing; 4.2.3 Reporting.
<b>UNWTO</b> <i>PROCUREMENT MANUAL, 2014</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Contract management</b> is the responsibility of the Initiator. However, contract administration may need the input, advice and support from LGCN and Budget and Finance. The following are essential elements of contract administration: a) Monitoring and control of vendor performance; b) Remedies; c) Dispute resolution; d) Financial management/payment; e) Amendment and Change management; f) Contract completion; g) Contract termination; h) Property disposal; i) Maintenance of files

<b>CM-specific section(s)</b>	Chapter 9: Step 7 – Contract Administration: 9.1 Receipt of goods and services; 9.2 Contract Management; 9.3 Vendor performance evaluation; 9.4 Remedies; 9.5 Termination; 9.6 Liquidated damages or performance security; 9.7 Dispute Resolution; 9.8 Payments; 9.9 Taxes (under development); 9.10 Amendments and change management; 9.11 Contract termination and closure; 9.12 Maintenance of files.
<b>ICAO</b> <i>CONTRACT ADMINISTRATION PROCEDURE P-PRO-180, REV. NUM: 2.2</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	The procurement process at ICAO does not end when the purchase order or contract is issued. <b>Contract administration</b> is a vital part of the process. Administration of purchase orders/contracts encompasses the full realm of implementation and oversight, including the proactive monitoring of the performance and progress of the purchase order/contract’s key milestones such as factory acceptance tests, shipment of equipment, installation, site acceptance tests, payment of invoices, and ensuring that the supplier is in full compliance with the terms, specifications, conditions and provisions of the purchase order/contract
<b>CM-specific section(s)</b>	<b>Contract Administration:</b> Procedure: 5 Process: 5.1 General, 5.2 Shipping of Equipment, 5.3 Payment of Invoices, 5.4 Warranty, 5.5 Contract Administration Process Map: Minor Procurement Process Map, Task Description for Minor Procurements, Task Description for Major Procurements; 6 Measures; 7 References; 8 Records.
<b>IMO</b> <i>PROCUREMENT MANUAL, 2012</i>	
<b>DEFINITION(S)</b> Contract Management / Contract Administration	<b>Contract Manager:</b> The Contract Manager’s role is to take responsibility for the management of the contract, once it has been awarded. Specifically, he/she must: a) inspect goods and verify the performance of services to ensure that goods and services are delivered in accordance with the PO and the contract; b) ensure that the IMO General Terms and Conditions and the specific terms and conditions of the contract are adhered to; c) forward any proposed changes in the contract to the Procurement Officer for approval; d) ensure that the Procurement Officer is informed of all communication with the supplier; e) review the contract at appropriate intervals, making recommendations on renewal, extension or cancellation to the Procurement Officer, according to the deadline(s) in the contract; f) maintain the contract files for audit purposes, including a full copy of the contract itself.
<b>CM-specific section(s)</b>	No specific section for contract management/administration; respective issues are covered throughout the manual.

## 附件三

(English Only)

## 合同管理责任转移表示例

## International Maritime Organization

<b><u>Transfer of Contract Management</u></b>	
<p><b><u>Intent/Definition</u></b>            This document serves as the transfer of management of the following contract and outlines the responsibilities of the Contract Manager. The Contract Manager is responsible for ensuring that the obligations of the supplier and the purchaser are met as efficiently and effectively as possible, in order to deliver the objectives required from the contract.</p>	
<p><b><u>Contract Information</u></b></p> <p>Contract Title:</p> <p>Contractor:</p> <p>Contract Manager:</p> <p>Contract Period: <i>The contract validity period</i></p> <p>Contract Value: <i>The value of the contract will not exceed \$XXX.</i></p> <p>Purchase Order Details: <i>Purchase order number 45000XXXX.</i></p>	
<p><b><u>Responsibilities of the Contract Manager</u></b></p> <p>The Contract Manager is responsible for the following throughout the duration of the contract:</p> <ul style="list-style-type: none"> <li>• That the General Terms and Conditions and the specific terms and conditions of the contract are adhered to.</li> <li>• That for audit purposes the contract files, including a complete copy of the contract, is maintained. Please note that a copy of all correspondence between the purchaser and the supplier with respect to the contract should be sent to the Procurement Section.</li> <li>• That arrangements for delivery continue to be satisfactory to both purchaser and supplier.</li> <li>• That receipt and inspection of goods and services is completed in accordance with the contract and are maintained in SAP.</li> <li>• That invoices are directed to Financial Services.</li> <li>• That any proposed changes to the contract are forwarded to Chief, Office of General Services for approval.</li> <li>• That all cases are reviewed within three months before expiration of the contract.</li> <li>• That all contracts requiring extension are forwarded to the Chief, Office of General Services two months prior to expiration to ensure continuity is maintained.</li> </ul>	
<p><b><u>Remarks</u></b></p>	
<p><b><u>Enclosed Documents</u></b>  <i>Copy of purchase order and contract.</i></p>	
<p>Signed:</p>  <p>Aubrey Botsford            Chief, Office of General Services</p> <p>Date:</p>	<p>Signed:</p>  <p>IMO official XYZ            [title]</p> <p>Date:</p>

## Pan American Health Organization

### Transfer of Contract Management

Dear Project Officer:

The attached file contains signed Service Contract [XXX] with [Contractor Name]

#### **Please be reminded that the Project Officer is responsible for:**

- Maintaining the contract file
- Providing guidance to the Contractor
- Reviewing services/products (rigorous substantive editing, etc.) provided by Contractor
- Approving contractor's invoice(s) for payment. Project Officer should not receive and approve contractors' invoice(s) for payment unless the respective Service Contract is already signed; that they cover the period of the invoiced services; and prices match with the amount agreed in the contract. Please verify that all charges listed on the invoice(s) are correct by writing on the invoice "Reviewed and Approved." In addition, please include name and signature of the Project Officer on the body of the invoice.
- Approved original invoice(s) must be submitted via inter-office mail to PRO, attention: Shipping and Expediting Unit. Please do not send them by e-mail since we need originals to process payments.
- Upon completion of contract, please notify PRO if no additional invoices/payments will be required, so that appropriate action be taken with regards to liquidation of unused balances.
- If an extension is required to complete the work, please submit a request for extension at least two (2) weeks before the contract expires, since our rules and regulations prohibit retroactive extensions.
- See attached vendor performance assessment. This should be completed when all the services have been completed and submitted to the sender of this e-mail.

Regards,  
[PRO staff or Procurement Focal Point]

## 附件四

### 联合国系统各组织的采购培训方案

1. 联合国秘书处采购司尽管在其《采购手册》中表示并不负责合同管理，但还是主动提供合同管理培训。采购司拥有一个在线“采购培训园地”，联合国系统各组织的所有工作人员均可使用。培训课程分为两个阶段：第一阶段包括基本采购培训(采购基本知识、《采购手册》简介、最优性价比、采购工作的操守和诚信)；第二阶段包括购买规划、购买过程中的合同问题和合同管理等高级采购培训模块。合同管理部分包括合同管理入门、加强承包商关系、通过关键履约情况指标进行合同监测以及合同结束后合同管理的作用。<sup>1</sup> 外勤支助部(外勤部)报告说，自2004年8月以来，要求所有负责合同管理的外勤部和特派团工作人员完成合同管理在线培训课程。

2. 开发署提供合同和供应商关系管理、人道主义组织中的供应链管理(建筑事务外包的风险管理)以及项目和采购谈判的切实有效等方面的课程。此外，开发署还为联合国系统工作人员、非政府组织、国际开发融资机构及其借款方和政府提供专门的采购培训课程和认证。该认证课程已经得到英国皇家采购与供应学会(采供学会)的认证。<sup>2</sup> 授予学生的证书由开发署和采供学会共同签字。<sup>3</sup> 该方案有四级：采购意识、公共采购处级证书、公共采购高级证书和公共采购战略文凭。前三个级别涵括与合同行政与管理有关的主题(履约情况监测、争端管理和关键履约情况指标)。第四个级别涉及重大合同管理、履约情况衡量及合同目标与风险管控。开发署要求采购工作人员在任职期间至少达到采供学会二级认证。

3. 儿基会正在拟定职业发展计划，并确定其供应人员需要何种技术。在物流供应链方面发现了一个技能缺口。儿基会通过英国皇家物流和运输学会提供人道主义物流和人道主义供应链管理方面的两项外部认证计划。<sup>4</sup> 儿基会还提供自身的采购培训，包括采购入门、监测供应、外包服务、项目管理和仓库库存管理。儿基会认为采购入门相当于采供学会二级认证。在供应司工作的所有工作人员必须先接受这一培训，方可用企业级资源规划系统下订单。虽然建议外勤工作人员学习采购入门，但没有任何一项培训是强制性的。2014年，儿基会还提供了外包服务、采购过程中的风险管理和供应链管理中的监测等方面的课程。

<sup>1</sup> <http://procuretrainingcampus.org/>。

<sup>2</sup> 英国皇家采购与供应学会是一个专业协会，处理采购和供应链管理有关问题，总部设在联合王国。[www.cips.org/](http://www.cips.org/)

<sup>3</sup> [www.undp.org/content/undp/en/home/operations/procurement/procurement\\_training.html](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_training.html)。

<sup>4</sup> [www.ciltinternational.org/](http://www.ciltinternational.org/)。

4. 粮食署为其国家办事处举办区域采购会议，这为情况介绍和培训提供了机会。在总部，采购部门为不同的客户单位举办了培训，主题从操作系统到外包和采购，不一而足。计划署还将其工作人员送到开发署/采供学会培训班进行培训，并鼓励他们通过履约情况评定程序获得认证。
5. 人口基金采购服务处拥有一个电子学习工具，提供在线采购培训，通过其中的长期协议和合同监测部分学习合同管理各方面的内容。所有在人口基金企业级资源规划系统中拥有采购权的工作人员都必须接受这一培训。人口基金实行严格的认证规定：采购服务处的所有组长均须领到采供学会四级证书，所有定期合同采购员均须至少领到采供学会三级证书，该处其他不直接参与采购的工作人员应持有采供学会二级证书，受权采购的外地办事处至少有一名联络人至少应持有采供学会三级证书。
6. 项目厅提供内部采购和项目管理方面的各种课程，其中包括合同管理部分(采供学会四级、受控项目管理 2 级证书、可持续采购及项目经理基础课程)。审查时，项目厅为其采购工作人员推出内部认证方案，包括 6 个在线模块，为期 22 周。将要求所有采购人员学习这一课程。
7. 粮农组织在 2010-2013 年期间为申购人员、应急人员、粮农组织代表等人员约每月举行一次培训(电子学习和面授)，其中包括合同管理和行政单元。据说，培训很成功，因为与此同时发布了一项新的《采购手册》。然而，由于资源紧缺，培训的频度正日益降低。粮农组织正力图为其所有采购人员获得认证。
8. 劳工组织制定了自身的采购认证方案，即所谓的“采购证”(PROC)配套培训课程，课程包括三大块：劳工组织采购入门(在线课程，正处于最后设定阶段)、经理人员采购课程(两天的研讨会)以及业务人员采购课程(三天的研讨会)。每一块都包含一个专门介绍合同行政的章节。
9. 拥有采供学会或同等认证尽管是一个理想的资历，却并非联合国系统的任何一个组织的聘用条件(只有 48%的合管评估模型问卷调查回复者感到所在组织鼓励他们获得相关专业认证)。所有组织都更注重同等年限的经验，而且认为经过认证固然好，但不是非有不可的标准。各机构普遍认为，如果将认证作为招聘的一项要求，人选就会大大减少。
10. 开发署采用另一种方法，通过开发署巡回采购干事系统，为工作人员提供培训和专业深造。这包括建立巡回采购干事花名册，为此甄选和培训国家办事处的专家顾问，在各区域内就地任职，为国家办事处提供更密切的支持。粮食署区域办事处也有类似概念，即采购、物流或财务干事为国家办事处提供支持。此类方法可包括授标后合同管理方面的培训和能力建设。

## 附件五

### 有待就建议采取的行动一览表

#### JIU/REP/2014/9

报告	供采取行动	供参考	预期影响	联合国及其各基金和计(规)划署														专门机构和原子能机构														
				行政首长协调会*	联合国**	贸发会议	国际贸易中心	开发署	环境署	人口基金	人居署	难民署	儿基会	禁毒办	项目厅	近东救济工程处	妇女署	粮食署	粮农组织	原子能机构	民航组织	劳工组织	海事组织	国际电联	艾滋病署	教科文组织	工发组织	旅游组织	万国邮联	卫生组织	产权组织	气象组织
				<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
建议 1	d		L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
建议 2	c		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 3	a		L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L	L
建议 4	e		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 5	d		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 6	a		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 7	e		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 8	a		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 9	e		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 10	c		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 11	e		E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E
建议 12	b	E																														

图标：  
 L: 建议由立法机构做出决定      E: 建议由行政首长采取行动  
 该组织无需就这一建议采取任何行动。

预期影响：  
 a: 加强透明度和问责    b: 传播良好/最佳做法    c: 加强协调与合作    d: 加强连贯与统一    e: 加强控制与合规    f: 加强有效性

g: 大量节省资金      h: 提高效率      i: 其他。

\* 涵盖 ST/SGB/2002/11 所列的除贸发会议、禁毒办、环境署、人居署、难民署和近东救济工程处之外的所有实体。