

Protocol for Managing Supplier Poor Performance

Introduction

- 1.1 In delivering its contracts, Government operates with a wide number of suppliers and it is important that it works with these firms to resolve any problems or difficulties that arise during the contract. Occasionally, and despite efforts by the public body to engage with a supplier to resolve problems, a supplier's performance can fall below the level required under the contract.
- 1.2 This Protocol sets out the steps that Contract Managers should take in monitoring a supplier's performance and any subsequent steps CoPE Senior Management may need to take when a supplier's poor performance has been escalated to it as a result of its failure to deliver a *substantive contract requirement*¹. It also explains how Departments should take *Notices of Written Warning* and *Notices of Unsatisfactory Performance* into account in future procurement competitions.
- 1.3 A template for each of the *Letters* and *Notices* associated with this Protocol, together with a flowchart, is available in the Appendices attached to this Annex.
- 1.4 Substantive contract requirements are generally obvious: for example, the provision of suitable food under a catering contract or construction of a building element under a construction contract. However, there may be aspects of contracts that are substantive to a Department that may not be obvious to a tendering supplier: for example, the provision of employment opportunities through social clauses included within the contract.
- 1.5 It is important that the status of less obvious substantive requirements is drawn to suppliers' attention in the Invitation to Tender and contract documents, and again during routine monitoring of the contract. To remedy a breach of contract provisions, a Department may use the following measures provided within this Protocol:
 - the issue of *Letters* warning suppliers that performance is unsatisfactory; (Stage 2 and Stage 3)
 - the issue of a *Notice of Written Warning* (Stage 4);

- the issue of a *Notice of Unsatisfactory Performance* (Stage 5); or
- the termination of the contract (see Section 7).

1.6 However, details of this Protocol must be included in tender and contract documents and reference to it should be included in advertisements of potential contracts.

2 Routine Monitoring of Supplier Performance

2.1 Stage 1:

The Contract Manager must routinely monitor the contract and assess the supplier's performance (on substantive requirements) on a regular basis.

At commencement of the contract, the Contract Manager shall hold a *Contract Management Initiation Meeting* to ensure that the supplier clearly understands its contract requirements. The Contract Manager should keep a written record of this meeting, including any substantive requirements that must be met.

In the event that the Contract Manager assesses that a supplier's delivery of a substantive requirement of the contract is deficient, the Contract Manager shall make the supplier aware of its unsatisfactory performance at regular review meetings and define a period for improvement.

If a major problem arises, legal advice should be sought immediately and it may be necessary to bypass some of the stages described below. The terms and conditions should contain provisions that deal with this and the contractor should be reminded of these at the *Contract Management Initiation Meeting*.

2.2 Stage 2:

At the end of this period, if the Contract Manager assesses the supplier's performance as again unsatisfactory, the Contract Manager shall notify the supplier of this, in writing. It will do so by issuing **Letter 1: First Written Warning of Unsatisfactory Performance** (Appendix 1). Within this letter, the Contract Manager shall define another period for improvement in accordance with the Conditions of Contract (letter to specify which clauses), thereby giving the supplier a further opportunity to improve its performance.

¹ A **substantive contract requirement**, in the context of this guidance, is a requirement that gives the Department/Contracting Authority the right to terminate the contract at the supplier's expense if it fails to meet the requirement.

If, at the end of this period, the Contract Manager assesses that the supplier is now meeting this substantive contract requirement, the Contract Manager shall issue **Letter 2: Improved Performance** (Appendix 2), and the matter need not be raised with the CoPE Senior Management, but the supplier's performance should continue to be routinely monitored.

2.3 Stage 3:

Should the Contract Manager assess that the supplier's performance is still unsatisfactory, the matter should be escalated by the Contract Manager to CoPE Senior Management for further action. In this case, the Contract Manager should issue **Letter 3: Second Written Warning of Unsatisfactory Performance** (Appendix 3) advising the supplier that, in light of its continued poor performance, it is being referred to the CoPE Senior Management for further action.

3 Escalation to CoPE Senior Management

1.3 Following its receipt of **Letter 3: Second Written Warning of Unsatisfactory Performance**, the CoPE Senior Management should arrange a *Poor Performance Meeting* with the supplier to discuss the way forward. At this meeting, CoPE Senior Management should:

- provide the supplier with details of the poor performance and the standard required;
- give the supplier the opportunity to explain the reasons for its poor performance;
- agree, with the supplier, an Action Plan that will deliver an improved performance to meet the required standards within a period specified by CoPE Senior Management; and
 - formally advise the supplier that failure to improve to a satisfactory level within this specified period would be viewed as significant or persistent deficiency in the performance of a substantive requirement under the contract and that it would provide grounds for termination of the contract that may, depending on the gravity of

the issue, result in one or more of the following actions: the supplier may be issued with a *Notice of Written Warning*. The issue of multiple such *Notices* would be a comparable sanction in lieu of termination under the Public Contracts Regulations 2015² where the Department has the right to terminate the contract at the supplier's expense. The effect of multiple *Notices* issued to the same supplier will be to enable any Department, at its discretion, to consider the supplier's exclusion from future procurement competitions being undertaken for a period of **12 months**;

- the supplier may be issued with a *Notice of Unsatisfactory Performance*. This *Notice* would be a comparable sanction issued in lieu of termination under the Public Contracts Regulations 2015 where the Department has the right to terminate the contract at the supplier's expense. The *Notice* is issued where, for wider public interest, the Department does not wish to terminate the contract despite having grounds to do so. The effect of the *Notice* will be to enable any Department, at its discretion, to exclude the supplier from future procurement competitions being undertaken for a period of **three years**; or
- in cases of extreme poor performance; or a major problem arises; or if the contract has a significant period to run, consideration will be given to immediate or timely termination (see Section D.7).

1.4 The CoPE Senior Management should keep a written record of this *Poor Performance Meeting* and keep the Department informed (if it is not represented at the meeting) of any actions that must be taken.

² Regulation 57(8)(g) of [The Public Contracts Regulations 2015](#). Utilities should refer to Regulation 80(4)(b) of [The Utilities Contracts Regulations 2016](#).

4 Issue of a Notice of Written Warning

4.1 Stage 4:

If the supplier has not sufficiently improved its performance after the specified time, it will be invited by CoPE Senior Management to another *Poor Performance Meeting* where it will be notified, in writing, that its contract performance is unsatisfactory and could justify termination of the contract. In such cases the CoPE Senior Management will issue **Letter 4: Notice of Written Warning** (Appendix 4) to the supplier.

The *Notice of Written Warning* informs the supplier that its unsatisfactory performance has been formally recorded and may be taken into account by CoPEs in the assessment of suppliers on future procurement competitions. The *Notice* will be valid for a period of 12 months from the date of issue or the target date for completion of the contract, whichever occurs later.

Where a supplier is in receipt of multiple *Notices of Written Warning* on one or more Government contracts, it may be excluded, at the Department's discretion, from future procurement competitions for a period of 12 months from the date of issue of the latest *Notice of Written Warning*. Information on the *Notice of Written Warning* issued to a supplier will also be available to CoPE Senior Management when it is considering either the issue of a *Notice of Unsatisfactory Performance* or termination of the contract.

Suppliers will be required to declare receipt of any *Notices of Written Warning* on future PQQ/ITT documents issued by a CoPE on behalf of bodies subject to the Northern Ireland Public Procurement Policy.

When issuing a *Notice of Written Warning*, CoPE Senior Management shall send a copy to CPD's Procurement Policy Branch (Procure.Policy@finance-ni.gov.uk), which will maintain a central Register of such *Notices* for all CoPE contracts for works, supplies and services.

5 Issue of a Notice of Unsatisfactory Performance

5.1 Stage 5:

If the supplier has not sufficiently improved its performance after the period specified in the *Notice of Written Warning*, the CoPE Senior Management, after consultation with the Department, should issue **Letter 5: Notice of Unsatisfactory Performance** (Appendix 5). The issue of the notice must be approved by the Head of CoPE and be presented, in person, by a member of the CoPE's senior management to the supplier's representatives at the *Poor Performance Meeting*. The *Notice of Unsatisfactory Performance* should include details of the failure to deliver a substantive requirement(s) and clearly state the contract grounds on which the Department would be entitled to terminate the contract. It should also state that the *Notice* is issued as a comparable sanction, in lieu of termination, under Regulation 57(8)(g) of the Public Contracts Regulations 2015. When issuing a *Notice of Unsatisfactory Performance*, the CoPE Senior Management shall send a copy to CPD's Procurement Policy Branch (Procure.Policy@finance-ni.gov.uk), which will maintain a central Register of such *Notices*.

A supplier in receipt of a *Notice of Unsatisfactory Performance* will be required to declare this, in future PQQ/ITT submissions, for a period of three years from the date of issue of the *Notice*. Departments may, at their discretion, exclude such a supplier for a period of three years from the date of issue of the *Notice*.

If the contract still has a significant period to run, or if performance is so poor that it cannot be allowed to continue, termination may be considered by CoPE Senior Management rather than issue of a *Notice*. Otherwise, the supplier's performance should continue to be very closely monitored by CoPE Senior Management for the remaining period of the contract.

6 Appeals Procedure

6.1 The supplier may appeal the decision to issue a *Notice of Unsatisfactory Performance*. Any such appeal will be dealt with under the Dispute Resolution Procedure set out in the Terms and Conditions of the Contract.

7 Termination of the Contract

- 7.1 Only the Head of CoPE, in discussion with the Department and its legal advisers, should authorise contract termination. It is important to consider, before any discussion on termination, what the contract conditions include and the procedures they require with procurement and legal advice. To do otherwise may risk breaching the contract, which could result in litigation and a claim for damages.
- 7.2 When terminating a contract, CoPE Senior Management shall advise CPD's Procurement Policy Branch. (Procure.Policy@finance-ni.gov.uk), which will maintain a central Register of suppliers that have had a contract terminated.

8 Taking Supplier Poor Performance into Account in Future Competitions

- 8.1 In order for multiple *Notices of Written Warning* or a *Notice of Unsatisfactory Performance* to be taken into account on future competitions, they must have been issued by or on the advice of a CoPE as a comparable sanction in lieu of termination, where the Department was entitled to terminate the contract at the supplier's expense but for wider public interest reasons decided not to.
- 8.2 A question should be included in the PQQ or ITT documents asking the supplier if it has been issued with:
- a *Notice of Written Warning* including details of how many;
 - a *Notice of Unsatisfactory Performance*; or
 - a contract termination,

within the three year period before the closing date for submission of the PQQ/ITT.

- 8.3 The Department should verify the supplier's declaration regarding its receipt of such *Notices*, or prior contract termination, by checking the central Register of these *Notices*. This should be undertaken before confirming a suitable list of suppliers in a restricted tender process or the successful supplier in an open tender process.
- 8.4 If a supplier declares that it has been issued with multiple *Notices of Written Warning* on the same or multiple prior public contracts, or a *Notice of Unsatisfactory Performance* within the three year period before the closing date for submission of the PQQ/ITT, CoPE Senior Management may seek an explanation from the supplier:
- of the deficiencies in performance that led to issue of the *Notice(s)*³; and
 - of any self-cleansing measures that it has taken since the deficient performance to ensure its reliability⁴ despite the grounds for exclusion.
- 8.5 The Department, with advice from its CoPE, must evaluate the effectiveness of the measures taken by the supplier to cleanse itself of the causes of its deficient performance, as well as its gravity and relevance to the contract it is letting. It is important to observe the principle of proportionality in these situations. The issue of any *Notice of Written Warning* by a CoPE on prior public contracts may also be taken into account as part of an assessment of the effectiveness of any measures taken by the supplier.
- 8.6 In deciding whether to exclude, the Department, with advice from its CoPE, should in particular take into account that:
- the Public Contracts Regulations require a supplier to prove that it has taken sufficient measures to prevent further misconduct. The evidence required to prove this normally becomes greater the more serious the grounds for exclusion, or where deficiencies occurred in more than one prior public contract undertaken by the supplier in the previous three years;

³ This information can be verified against data held by CPD on its central Register.

⁴ Regulation 57(13) of [The Public Contracts Regulations 2015](#). Utilities should refer to Regulation 80(4)(b) of [The Utilities Contracts Regulations 2016](#).

- there must be proof of concrete technical, organisational and personnel measures that are appropriate to prevent further misconduct. The dictionary definition of ‘concrete’ refers to real and demonstrable evidence, as opposed to abstract or theoretical, and to that which is strong. The issue of several *Notices of Written Warning* on one or more prior public contracts, or the issue of a *Notice of Unsatisfactory Performance*, may cast doubt on how concrete the measures taken by the supplier have been;
- the evidence submitted should, under the Public Contracts Regulations, be sufficient to demonstrate the supplier’s reliability. An assessment of reliability should take account of the gravity of the misconduct and the existence of any previous *Notices of Written Warning* or *Notices of Unsatisfactory Performance* in the previous three years.

8.7 A Department that decides that the prior deficient performance is relevant, and the measures taken are not sufficient to demonstrate reliability, must give the supplier a statement of the reasons for that decision.

8.8 The Department should be aware of the risk to public money of letting a contract to a supplier that has a record of unsatisfactory performance. It should also be aware that repeated prior unsatisfactory performance indicates an increased risk of similar performance in future contracts.

9 Monitoring of Notices and Terminations

9.1 A central Register of suppliers in receipt of current *Notices* and *Terminations* will be maintained by CPD, and will be publicly available on its website. This Register will cover all procurements by bodies subject to Northern Ireland Public Procurement Policy.

9.1 It is recommended that as part of the procurement process for a public contract, Departments use the Register to verify whether a supplier has received a *Notice* or had a prior contract *Terminated*.

List of Appendices

Appendix 1: Template for Letter 1: First Written Warning of Unsatisfactory Performance notifying supplier that its performance is considered poor.

Appendix 2: Template for Letter 2: Improved Performance - notifying supplier that its performance has now improved.

Appendix 3: Template for Letter 3: Second Written Warning of Unsatisfactory Performance – Performance is Again Unsatisfactory notifying supplier that its poor performance is being referred to senior management within the CoPE.

Appendix 4: Template for Letter 4: Improved Performance and Template for Notice - notifying supplier that its poor performance is formally recorded.

Appendix 5: Template for Letter 5: Cover Letter for Issue of a Notice of Unsatisfactory Performance and Template for Notice

Appendix 6: Protocol for Managing Supplier Poor Performance Flowchart

Appendix 1: Template for Letter 1: First Written Warning of Unsatisfactory Performance

To: [Supplier's Name and Address]

Date: [...../...../20...]

Dear Sir/Madam,

FIRST WRITTEN WARNING OF UNSATISFACTORY PERFORMANCE

RE: [CONTRACT TITLE]

As part of its contract monitoring procedures [Name of Department/Contracting Authority] routinely assesses performance on all contracts.

It has come to our attention that your performance on the above contract is NOT satisfactory in the following area(s):

[Specify performance deficiencies and refer to relevant clauses of the Conditions of Contract or other contract documents. Also specify the required improvement activities and expected outputs.]

Suppliers not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for.

In line with the Conditions of Contract [Clause no.], we are giving you [specify timescale for improvement] to improve your performance in this/these area(s).

If your performance does not improve to satisfactory levels within these timescales, the matter will be escalated to senior management in [Name of CoPE]. If this occurs and your performance does not improve to satisfactory levels within the specified period, this can be considered grounds for termination of the contract at your expense as provided for in [Clause no.] of the Conditions of Contract. In lieu of termination, [Name of CoPE] may issue a *Notice of Written Warning* or a *Notice of Unsatisfactory Performance*. A supplier in receipt of multiple *Notices of Written Warning* or a *Notice of Unsatisfactory Performance* may, in accordance with [The Public Contracts Regulations 2015 or The Utilities Contracts Regulations 2016], be excluded from future public procurement competitions for a period of up to three years.

Yours faithfully,

[Contract Manager]

Appendix 2: Template for Letter 2: Improved Performance

To: [Supplier's Name and Address]

Date: [...../...../20...]

Dear Sir/Madam,

IMPROVED PERFORMANCE

RE: [CONTRACT TITLE]

I refer to my letter of [date], which advised of unsatisfactory performance on the above contract in relation to [specify previous deficiencies].

[Then summarise current performance/improvements made]

I wish to inform you that your performance now meets the contract requirements.

It is important that this level of performance is maintained and, to ensure this, your performance will continue to be closely monitored. If, however, performance deteriorates, consideration may have to be given to the remedies provided for in the Conditions of Contract.

Yours faithfully,

Appendix 3: Template for Letter 3: Second Written Warning of Unsatisfactory Performance – Performance is Again Unsatisfactory

To: [Supplier's Name and Address]

Date: [...../...../20...]

Dear Sir/Madam,

SECOND WRITTEN WARNING OF UNSATISFACTORY PERFORMANCE - PERFORMANCE IS AGAIN UNSATISFACTORY

RE: [CONTRACT TITLE]

I refer to my letter of [date], which advised of unsatisfactory performance on the above contract in relation to [specify previous deficiencies and the timescale given for addressing them]. Suppliers not delivering on contract requirements is a serious matter as it means the public purse is not getting what it is paying for.

Your performance has not sufficiently improved and still does not meet the contract requirements. In light of this, the matter is being referred to senior management in [Name of CoPE] for further action. If your performance does not improve to satisfactory levels within the period specified by senior management, this can be considered grounds for termination of the contract at your expense as provided for in [Clause no.] of the Conditions of Contract. In lieu of termination, [Name of CoPE] may issue a *Notice of Written Warning* or a *Notice of Unsatisfactory Performance*. A supplier in receipt of multiple *Notices of Written Warning* or a *Notice of Unsatisfactory Performance* may, in accordance with [The Public Contracts Regulations 2015 or The Utilities Contracts Regulations 2016], be excluded from future public procurement competitions for a period of up to three years.

[Then summarise current performance and refer to relevant contract documentation explaining where/how the terms of the contract are not being fulfilled].

Yours faithfully,

[Contract Manager]

cc. [Name of CoPE]

Appendix 4: Template for Letter 4: Improved Performance and Template for Notice

To: [Supplier's Name and Address]

Date: [...../...../20...]

Dear Sir/Madam,

NOTICE OF WRITTEN WARNING

RE: [CONTRACT TITLE]

I refer to correspondence of [date/s], which advised of unsatisfactory performance on the above contract in relation to [specify deficiencies].

I have considered your performance in relation to [specify deficiencies] on the above contract and your efforts to address these. Unfortunately your performance has not improved sufficiently and still does not meet the requirements of the contract. In light of this, I am now issuing you with this *Notice of Written Warning*.

A copy of this warning will be sent to CPD, which will keep a central record of it. Details of this warning will be available, for a period of 12 months from its issue, to any CoPE considering excluding you from future procurement competitions. It may be taken into account by a CoPE when considering if you have demonstrated persistent deficiencies in prior public contracts. It may also be taken into account by the CoPE when considering the effectiveness of any measures you have taken to demonstrate your reliability despite the existence of a ground for exclusion.

If your performance does not improve to satisfactory levels within [specify the timescale given for addressing the deficiencies], this can be considered grounds for termination of the contract at your expense as provided for in [Clause No.] of the Conditions of Contract. In lieu of termination, [Name of CoPE] may issue a *Notice of Unsatisfactory Performance* which, under [The Public Contracts Regulations 2015 or The Utilities Contracts Regulations 2016], is one of the permissible grounds for discretionary exclusion from future public procurement competitions for a period of three years.

[Then summarise current performance and refer to relevant contract documentation explaining where/how the terms of the contract are not being fulfilled].

Yours faithfully,

[CoPE senior manager]

cc. [Contract Manager]

Procurement Policy Branch, CPD Policy and Performance Division

Template for **NOTICE** [Issue on CoPE headed paper or insert CoPE logo]

<p style="text-align: center;">NOTICE OF WRITTEN WARNING:</p> <p style="text-align: center;">NOTICE NUMBER [INSERT NUMBER E.G. 1, 2 ETC]</p>	
Name of Supplier:	
Dun & Bradstreet Number (D&B D-U-N-S):	
Address:	
Contract Ref and Title:	
Department/Contracting Authority:	
<p>I hereby certify that [Name of Supplier] has shown significant or persistent deficiencies in its performance of a substantive requirement under the above contract as detailed below:</p>	
<p style="color: red;">[Insert details of significant or persistent deficiencies]</p>	
<p>[Name of Department/Contracting Authority] has issued this <i>Notice of Written Warning</i>. If [Name of Supplier] is in receipt of multiple <i>Notices of Written Warning</i> on this and/or other public contracts it may be excluded from future public procurement competitions for a period of 12 months.</p>	
Signed:	[Head of CoPE]
Name:	[printed]
Name of CoPE:	
Date of Issue:	
*Date of Expiry:	

INFORMATIVES

A Department/Contracting Authority, in relation to a public contract it is procuring, may ask in its procurement documentation if a potential tenderer has had a prior public contract terminated or had a comparable sanction imposed on it within the last three years. In such an event [Name of Supplier] must declare that it has received this and any other *Notices of Written Warning* or *Notices of Unsatisfactory Performance* within the last three years. Similarly [Name of Supplier] must also declare if it has had a contract terminated within this timeframe. Failure to declare this information may be considered misrepresentation.

*Date of Expiry will be 12 months after the Date of Issue of the *Notice of Written Warning* or the target date for completion of the contract, whichever occurs later.

Appendix 5: Template for Letter 5: Cover Letter for Issue of a Notice of Unsatisfactory Performance and Template for Notice

To: [Supplier's Name and Address]

Date: [...../...../20...]

Dear Sir/Madam,

ISSUE OF A NOTICE OF UNSATISFACTORY PERFORMANCE

RE: [CONTRACT TITLE]

I refer to my letter of [date], which advised of unsatisfactory performance on the above contract in relation to [specify previous deficiencies and the timescale given for addressing them]. Suppliers not delivering on contract requirements is a serious matter as it means the public purse is not getting what it is paying for.

Your performance has not sufficiently improved and still does not meet the contract requirements. This is grounds for termination of your contract at your expense as provided for in [Clause no.] of the Conditions of Contract.

[Then summarise current performance and refer to relevant contract documentation explaining where/how the terms of the contract are not being fulfilled].

Due to wider public interests and in lieu of termination, [Name of CoPE] has issued the attached *Notice of Unsatisfactory Performance*. This certificate is a 'comparable sanction' in lieu of termination under [The Public Contracts Regulations 2015⁵ or The Utilities Contracts Regulations 2016⁶] and is one of the permissible grounds for discretionary exclusion from future public procurement competitions for a period of three years.

If submitting a Pre-Qualification Questionnaire (PQQ) or Invitation to Tender (ITT) in relation a future procurement competition by a body subject to Northern Ireland Public Procurement Policy, within three years of the date of issue of this certificate, you must declare that you have received this certificate in the submission.

⁵ See Regulation 57(8)(g)

⁶ See Regulation 80(4)(b)

The Department/Contracting Authority retains the right to terminate the above contract as allowed under the contract provisions.

Yours faithfully,

[Contract Manager]

Template for **NOTICE** [Issue on CoPE headed paper or insert CoPE logo]

NOTICE OF UNSATISFACTORY PERFORMANCE	
Name of Supplier:	
Dun & Bradstreet Number (D&B D-U-N-S):	
Address:	
Contract Ref and Title:	
Department/Contracting Authority:	
<p>I hereby certify that [Name of Supplier] has shown significant or persistent deficiencies in its performance of a substantive requirement under the above contract as detailed below:</p>	
<p style="color: red;">[Insert details of significant or persistent deficiencies]</p>	
<p>[Name of Department/Contracting Authority] has issued this <i>Notice of Unsatisfactory Performance</i>. Under [Clause No] of the above contract, [Name of Department/Contracting Authority] is entitled to terminate the contract at the expense of [Name of Supplier]. Due to wider public interests, [Name of Department/Contracting Authority] has issued this <i>Notice of Unsatisfactory Performance</i> as a comparable sanction in lieu of termination in accordance with [Regulation 57(8)(g) of The Public Contracts Regulations 2015 or Regulation 80(4)(b) of The Utilities Contracts Regulations 2016]. Consequently, [Name of Supplier] may be excluded from future public procurement competitions for a period of three years.</p>	
Signed:	[Head of CoPE]
Name:	[printed]
Name of CoPE:	
Date:	

NOTICE OF UNSATISFACTORY PERFORMANCE

*Date of Expiry:	
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INFORMATIVES

A Department/Contracting Authority, in relation to a public contract it is procuring, may ask in its procurement documentation if a potential tenderer has had a prior public contract terminated or had a comparable sanction imposed on it within the last three years. In such an event, [Name of Supplier] must declare that it has received this and any other *Notices of Written Warning* or *Notices of Unsatisfactory Performance* within the last three years. Similarly, [Name of Supplier] must also declare if it has had a contract terminated within this timeframe. Failure to declare this information may be considered misrepresentation.

*Date of Expiry will be three years after the Date of Issue of the *Notice of Unsatisfactory Performance*.

APPEALS

You may wish to appeal the decision to issue a *Notice of Unsatisfactory Performance*. Any appeals will be dealt with under the contract's *Dispute Resolution Procedure*. Please see [Clause no.] of the Conditions of Contract

Appendix 6: Protocol for Managing Supplier Poor Performance Flowchart

