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Revista de GESTÃO dos Países de Língua Portuguesa

Article

The importance of the contract manager in public administration: The case of the Portuguese Army and the National Republican Guard

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Abstract

This research aims to understand the pivotal role of the contract manager in contractual practicess, focusing specifically on the case of the Portuguese Army and the National Republican Guard (GNR). It examines the competences of the contract manager to determine if they are the entity most responsible for ensuring the efficiency of public procurement under the Public Contracts Code. To support this study, we identified measures that contribute to effective contract management. The methodology followed two phases: first a case study approach incorporating document analysis, followed by interviews with officials from both institutions. The results reveal that both institutions lack recognition of the importance and advantages of having contract managers with the appropriate skills and qualifications, who contribute to ensure the daily operations and functional feasibility of units and detachments. The study concludes that the primary gaps faced by contract managers in the Army and the GNR include: a lack of time to carry out complex and time-consuming legal procedures; a weak relationship between the contract manager and the entity with the competence to appoint them; and the need for managers to be knowledgeable about the contractual objects and to have adequate technical and legal skills.

Keywords: Portuguese Army. GNR. Contract manager. Contractual process.

Article submitted on July 03, 2023 and accepted on December 09, 2025.
[Translated version] Note: All quotes in English translated by this article's translator.
DOI: https://doi.org/10.12660/rgplp.v24.2025.89725

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ISSN 2674-5895

O gestor de contrato e sua importância na gestão contratual da Administração Pública: o caso do Exército Português e da Guarda Nacional Republicana

Resumo

O principal objetivo da presente investigação foi perceber a preponderância do gestor de contrato na prática contratual, direcionando o estudo para o caso específico do Exército Português (EP) e da Guarda Nacional Republicana (GNR); bem como percepcionar as competências do gestor de contrato, verificando se este é a entidade com maior responsabilidade para a eficiência da contratação pública, ao abrigo do Código dos Contratos Públicos. Procurou-se, de igual forma, contribuir com medidas que possam ajudar para uma boa gestão contratual. Para tal, recorreu-se a uma estratégia metodológica de um estudo de caso e utilizaram-se como principais técnicas de recolha de dados, numa primeira fase, a análise documental, e, numa segunda fase, a aplicação de um inquérito por entrevista a oficiais de ambas as instituições. Os resultados obtidos revelam que ainda há um caminho a percorrer no que toca ao reconhecimento, por parte de ambas as instituições, da importância e vantagem de existirem gestores de contratos com as competências e qualificações adequadas, que contribuam para o normal funcionamento e exequibilidade das exigências diárias de unidades e destacamentos. Concluiu-se que a falta de tempo para a realização dos procedimentos legais, sendo esta parte bastante morosa e complexa, aliada à falta de relação entre o gestor de contrato e a entidade com competência para o nomear, bem como a necessidade de o gestor ser conhecedor dos objetos contratuais e possuir competências técnicas e jurídicas adequadas, constituem-se como principais constrangimentos sentidos pelo gestor de contrato no EP e na GNR.

Palavras-chave: Exército Português. GNR. Gestor de contrato. Processo contratual.

El gestor de contratos y su importancia en la gestión contractual de la Administración Pública: el caso del Ejército Portugués y la Guardia Nacional Republicana

Resumen

El objetivo principal de esta investigación fue comprender la preponderancia del gestor de contratos en la práctica contractual, dirigiendo el estudio al caso específico del Ejército Portugués (EP) y de la Guardia Nacional Republicana (GNR), así como percibir las competencias del gestor de contratos, verificando si es el ente con mayor responsabilidad para la eficiencia de la contratación pública, conforme al Código de Contratos Públicos. De la misma forma, se buscó contribuir con medidas que puedan ayudar a una buena gestión contractual. Para ello, se recurrió a una estrategia metodológica de estudio de caso y las principales técnicas de recolección de datos utilizadas fueron, en una primera fase, el análisis documental y, en una segunda, la aplicación de una encuesta por entrevista a oficiales de ambas instituciones. Los resultados obtenidos revelan que aún queda un largo camino por recorrer en cuanto al reconocimiento, por parte de ambas instituciones, de la importancia y ventaja de contar con gestores de contratos con las competencias y cualificaciones adecuadas, que contribuyan al normal funcionamiento y viabilidad de las demandas diarias de las unidades y destacamentos. Se concluyó que la falta de tiempo para llevar a cabo los procedimientos legales -siendo esta parte bastante morosa y compleja- aliada a la falta de relación entre el gestor de contratos y la entidad con competencia para nombrarlo, así como la necesidad de que el gestor conozca los objetos contractuales y posea las competencias técnicas y jurídicas adecuadas, constituyen los principales obstáculos sentidos por el gestor de contratos en el EP y en la GNR.

Palabras clave: Ejército Portugués. GNR. Gestor de contratos. Proceso contractual.

INTRODUCTION

The first version of the Portuguese Public Contracts Code (CCP) was approved by Decree-Law No. 18/2008, of January 29 (Portugal, 2008). It was subsequently amended and republished in 2017 by Decree-Law No. 111-B/2017, of August 31 (rectified by rectification declarations No. 36-A/2017, of October 30, and No. 42/2017, of November 30); Decree-Law No. 33/2018, of May 15; Decree-Law No. 170/2019, of December 4; by Resolution of the Assembly of the Republic No. 16/2020, of March 19; and Law No. 30/2021, of May 21. According to § 1 of art. First, this code establishes the discipline applicable to public procurement and the substantive regime of public contracts that are administrative contracts. Article 2 of this same code outlines the entities that must comply with the rules imposed by this code. According to paragraph a) of point 1, the Portuguese Army (EP) and the National Republican Guard (GNR) are part of the State and must therefore comply with the rules imposed by the CCP. Thus, the topic to be investigated is extremely relevant, particularly the case of the EP and the GNR.

In this sense, the General Objective (GO) of the research is to examine the importance of the contract manager and their role in the EP and the GNR. To achieve the GO of the research, the following Central Research Question (CQ) was defined: What is the importance of the contract manager in the EP and the GNR?

The methodology adopted is qualitative, consisting of a case study. The data collection consisted of research and analysis of documentary information and conducting questionnaire interviews with six contract managers. The treatment of empirical information was carried out using the content analysis technique. The conclusions were drawn from the analyses of the literature review and the content of the interviews, culminating in the achievement of the research objective.

The structure of the article is as follows: the literature review is presented first, addressing the current public procurement regime, the contractor and contract performance, the relevance of service quality, the role of the contract manager, the duties and responsibilities associated with the position, and the monitoring of contract management. This is followed by the adopted methodology, the presentation and discussion of the results, and, finally, the research conclusions.

LITERATURE REVIEW

The current public procurement regime in the Portuguese public sector

A considerable portion of an organization's revenue is spent on acquiring goods and services fundamental to carrying out its activities. Therefore, financial resources are applied to implement the purchasing processes necessary to achieve the organization's objectives (Batista; Maldonado, 2008). To this end, processes and standards for public procurement are defined to make them more efficient, transparent, and to allow for the rational expenditure of public resources (Miroslav et al., 2014).

The current public procurement regime is governed by the Public Contracts Code, approved by Decree-Law No. 18/2008, dated January 29, which entered into force on July 30, 2009. This code applies to public procurement and to the substantive provisions governing public contracts that are classified as administrative contracts.

With the application of the CCP, the aim is to achieve a set of measures foreseen in the "Simplex" program, including greater simplification, transparency, and speed of procedures; likewise, guaranteeing competition and ensure good management of public funds, as well as greater accountability of the public and private agents involved (Silva, 2018). Until the introduction of the current CCP, the legislation regulating public procurement in Portugal was scattered across several legal instruments. Thus, the information began to be gathered, systematized, standardized, and consolidated into a single legal document – and, consequently, the regimes that were in force until then were revoked.

The GNR and the EP, since they belong to the Direct Administration of the State, are part of the contracting entities, according to § 2 of art. 2 of the CCP. In this sense, in the formation and execution of their procurement procedure, they must comply with the principles presented in 1 and § 2 of art. 1-A of the CCP.

The contractor and the contract performance

The State and Public Administrations (PA) use the market to purchase the essential and necessary means to carry out their assigned missions (Gonçalves, 2013).

According to § 2 of Article 1 of the CCP, the contracting regime in Part II of this code is applicable to:

> The public contract formation which, regardless of their name and nature, are entered into by the contracting entities referred to in this Code and are not excluded from its scope of application (Portugal, 2008, p. 762).

The GNR and the EP, to fulfil their mission, need to acquire the essential means required for their operations. As contracting authorities, they must do public contracts in accordance with the rules established in the CCP. Consequently, for the contracts formation whose object involves services that are, or may be, subject to market competition, the contracting authorities provided for in this Code must adopt one of the following procurement procedures: direct award; prior consultation; open procedure; restricted procedure with prior qualification; negotiated procedure; competitive dialogue; or innovation partnership.

For selecting the appropriate precontractual procedure, the CCP establishes two criteria: the contract value criterion and the material criterion. Regarding the first, Article 18 of the CCP stipulates that the choice between direct award, prior consultation, open procedure, or restricted procedure with prior qualification must be made in accordance with the contract value. Conversely, when applying the material criterion, under Article 23 of the CCP, the procedure may be chosen regardless of contract value, except where expressly provided otherwise.

According to § 1 of art. 36 of the CCP, the procedure for forming any contract begins with the decision to contract; this must be justified, and the competent body decides whether to authorize this expenditure. In addition, according to art. 38, the decision on the choice of procedure must also be based on the rules established in the code.

The importance of the service quality provided

Service quality is intrinsically linked to the organization's ability to meet needs and resolve problems.

In the case of public procurement and the execution of public contracts, the higher the quality and rigor in their execution, the lower the probability of incurring breaches of civil or fiscal liability (Oliveira, 2014). During the procurement procedures, in the various procedures inherent to this process, it is important that it be handled and conducted quickly and transparently, so that there is greater understanding and perception by those involved in the process in question. To provide higher quality services, it is important to ensure quality in the formation of public contracts in their execution phase and, subsequently, in the monitoring phase (Silva, 2015).

Currently, the management of public contracts is a very complex activity, which requires that the participants have certain training in the area of public procurement, not considering the operationalization of the acquisition of certain goods or services, but all the procedures inherent to the public procurement process necessary for the normal progress of the procedure (Gomes, 2016).

The role of the contract manager

Due to the changes introduced by the Portuguese Public Contracts Code (CCP), the figure of the contract manager is now considered to have had the greatest national influence. The contract manager arises from the need to monitor executed contracts, to ensure efficiency in their management, as well as to ensure rigor and transparency throughout the process (Peixoto, 2023). As stated in § 1 of article 290-A of the CCP, the public contractor, that is, the entity that enters the contract, must designate a contract manager with the function of permanently monitoring its execution. However, there is the possibility for the public contractor to designate more than one contract manager, and if this situation occurs, as detailed in § 2 of article 290-A of the CCP, the public contractor must objectively define the functions and responsibilities inherent to each one (Silva, 2017).

The contract manager is primarily responsible for monitoring and supervising contracts, acting in accordance with the rules and laws in force, under penalty of incurring civil or criminal liability (Teixeira, 2018). In this context, it is the responsibility of this professional to ensure efficiency and regulate the performance of others involved in the contracting and execution process, to obtain the result of the contract.

The contract manager must have knowledge of the object of the contract, legal and financial knowledge, as well as the ability to anticipate risks and react preventively; furthermore, if any anomalous situation is detected during the execution of the contract, they must immediately notify the competent body, proposing appropriate corrective measures (Almeida, 2021). The appointment of the contract manager must take place before the start of the execution of the contract, and their identification must be included as specified in subparagraph i) of § 1 of article 96 of the CCP (Sampaio, 2019).

Attributes and responsibilities of a contract manager

The contract manager, as an entity and public agent responsible for ensuring compliance with the measures necessary for the proper performance of the contractually foreseen procedures, must be endowed with a set of special attributes and responsibilities (Vieira, 2017).

Regarding their duties and responsibilities, and in accordance with the Public Contracts Code (CCP), in article 290-A, the contract manager must monitor its execution, reflecting the need for continuous management that allows for maximum optimization of the contract and the implementation of the best decisions for its maintenance and stability. It is unquestionable that they must possess in-depth knowledge of the provisions of current law, as well as the particularities of the contract, to guarantee the effective pursuit of the public interest. The manager must also promote the access and communication necessary for the proper execution of the contract, as well as provide the necessary clarifications to the contractor, presenting themselves as an added value for rigor, efficiency, and effectiveness in the management of public contracts.

This professional, being an essential figure in monitoring the contract performance, and especially the actions of the contracting parties, must do so rigorously and prudently, detecting deviations, defects, or other anomalies, with the responsibility of immediately communicating this to the awarding entity, suggesting, in a duly substantiated report, the corrective measures that prove to be appropriate, Decree-Law No. 111-B/2017, of August 31, art. 290-A. If he acts negligently, according to Technical Guidance 05/CCP/2019 of the *Instituto dos Mercados Públicos, do Imobiliário e da Construção* (Impic, 2019), disciplinary liabilities may arise (in cases where the contract manager is an employee of the contracting public entity) or contractual liabilities (in cases where the contract manager is a contracted service provider).

Contract manager follow-up

According to Article 340 of the CCP, the contract manager is responsible for exercising supervisory powers, as well as monitoring the contract, with the objective of evaluating its costs and risks, as well as improving the contract formation process. As already mentioned, it is fundamental and part of the profile of the professional that they are qualified to permanently monitor the contract performance, thus ensuring compliance with the obligations arising from the law (Almeida, 2021).

According to Teixeira (2018), the contract manager must act in accordance with the rules of good management, under penalty of incurring civil and/or criminal liability. It is a figure that enhances rigor, efficiency, and effectiveness of public contracts management.

In this context, the contract manager must ensure monitoring mechanisms for compliance with the rules, such as issuing orders, directives, or instructions, considering the direction of choices in the fields of technical, financial, or legal execution of contractual services; as well as carrying out inspections of locations, equipment, documentation, and computerized records. All these processes must be properly documented in official records and reports (Teixeira, 2018).

It is also the responsibility of the contract manager to immediately report any delays in the contract performance, verification of defects in the goods supplied, incomplete fulfillment of obligations, among others (Almeida, 2021).

RESEARCH MODEL

Breaking down the research, we can distinguish two major points of emphasis: the conceptual framework of the CCP and the analysis of the importance of the contract manager's functions. In this sense, the research GO is to examine the importance of the contract manager and their role in the EP and the GNR.

To achieve the research GO, the following Specific Objectives (SO) were defined:

- SO1: To verify the main challenges in performing the function of contract manager.
- SO2: To evaluate the contributions of contract managers to the rigor, efficiency, and effectiveness in the management of public contracts.

Regarding the GO analysis model of this research, to answer the above SO, Derived Research Questions (DQ) were defined. The answers to these DQs will answer our QC (Table 1).

TABLE 1

Research Objective Analysis Model

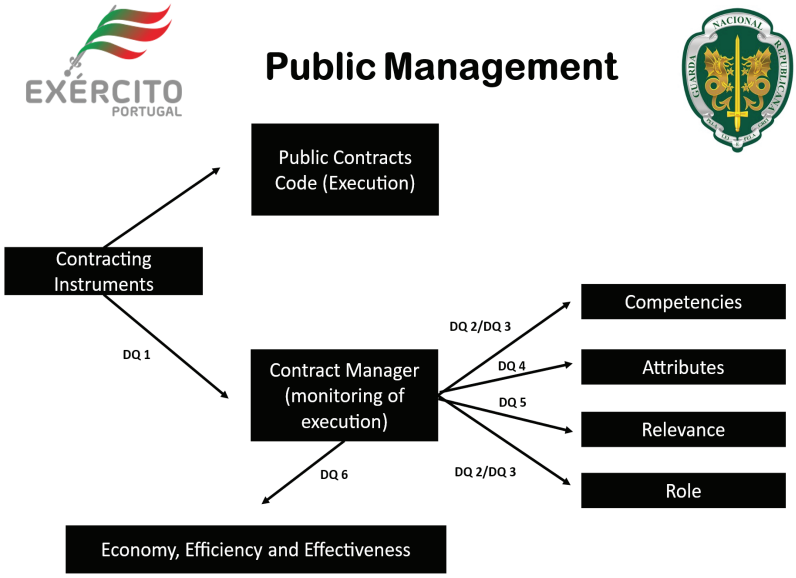
General Objective (GO): To examine the importance of the contract manager and their role within EP and GNR.	
Main Research Question (MQ) What is the importance of the contract manager within EP and GNR?	
Specific Objectives (SO)	**Derived Questions (DQ)**
SO1 – To identify the main challenges in performing the role of contract manager.	DQ1 – Do you consider the contract manager, in the contract's performance, to be a highly influential stakeholder?
	DQ2 – Are you aware of where the competencies of the contract manager are regulated?
	DQ3 – Are you aware of the competencies of the contract manager?
	DQ4 – Do you consider that your appointment as contract manager was appropriate? If not, which department should have assumed that responsibility?
SO2 – To assess the contributions of contract managers to rigour, efficiency and effectiveness in the management of public contracts.	DQ5 – What advantages or added value arise in contract performance from the existence of a contract manager?
	DQ6 – Do you consider that the contract manager has represented added value in ensuring rigour, efficiency and effectiveness in the management of public contracts? In what way?
	DQ7 – What actions have you undertaken within the scope of contract performance and supervision?
	DQ8 – Do you consider that you could assume a more proactive role? In what way?

Source: Elaborated by the authors.

The research model inherent to this study is described in Figure 1 below.

FIGURE 1

Research model and derived questions



Source: Elaborated by the authors.

METHODOLOGY

This investigation is based on a qualitative methodology. This methodology consists of an approach to understanding and analyzing the meaning of a problem through materials, exploring a real phenomenon, exposed in a set of representations such as interviews, conversations, photographs, recordings, among others. Qualitative research involves an interpretive and natural approach to the world (Denzin; Lincoln, 2000).

Thus, given the need to understand a certain phenomenon of global interest, the research design adopted is based on a case study. The case study is preferably used when one wishes to answer "how" and "why" questions, aiming to obtain detailed data, exhaustively analyzed (Yin, 2009). This approach is essential to achieve the research objective, since the case study is perfect for investigating organizational processes in the context of their real activity (Stake, 1994).

To achieve the objective outlined for this research, in a first phase, empirical information was collected, based on a literature review from scientific articles and legislation; subsequently, to complement and enrich the knowledge, interviews were conducted with contract managers from the GNR and the EP during the month of January 2023.

Finally, the treatment of data from the empirical information collected from the interviews consisted essentially of the content analysis technique, since this is relevant for researchers who develop studies in the field of administration based on a critical and reflective analysis approach – with the application of the content analysis technique and qualitative, or even mixed, data analysis – contributing to the writing of conclusions (Mozzato; Grzybovski, 2011).

RESULTS

Regarding the first question derived (DQ1), in general, all interviewees highlighted the importance of the role played by the contract manager in the contract performance. As E1 stated, the contract manager "has significant influence, but only in monitoring the execution and contracts control, that is, their role is more within the scope of seeing if the contract is being fulfilled according to the conditions presented and awarded". E4 also reinforces the importance of the contract manager, further stating that it is through them that "it will be detected if there are deviations in relation to what is stipulated in the contract, the awarded proposal and the specifications".

In this context, it is important to understand that the contract manager is not responsible for the initiative to contract, nor for the subsequent pre-contractual procedure, nor for the respective award. This figure is responsible for verifying the fulfillment of contractual obligations by the awarded contractor, proceeding with the monitoring of contractual execution.

Regarding DQ2, all interviewees demonstrated knowledge of the legislation governing the contract manager's responsibilities. E4 and E5, in addition to referring to the CCP, also cited IMPIC's technical guidance, which provides specific instructions on the role of the contract manager.

As for DQ3, all interviewees demonstrated knowledge of the contract manager's skills. E3, despite knowing the competencies inherent to the role, showed interest in referring to the legislation whenever performing contract manager functions in order to control the contractual execution for which he was appointed manager as scrupulously as possible. E6 addressed the competencies inherent to the contract manager, stating that he "has the competence to guarantee the correct execution of the contract, namely through the preparation of execution indicators that allow its objective monitoring". In addition, he also said that the contract manager has "the obligation to report to the competent body if he detects deviations or anomalies in the execution of the contract".

Regarding DQ4, except for E5 and E6, all respondents have already served as contract managers. However, the respondents' answers are divided, since some performed this function in the execution of a contract that fell within their area of expertise, while other respondents did so in the control of a contract about which they did not have the necessary knowledge to fully monitor the contractual execution. E4 was not appointed contract manager, however, given the knowledge he possessed in the area in which the contract was signed, he offered to be the manager of that same contract. He stated that he did this due to the deficiencies found in monitoring the previous contract for the same service. E5 was never appointed as a contract manager; and E6, due to the functions performed, is not appointed to assume the role of contract manager.

In the responses to DQ5, we collected a multiplicity of advantages and added value from the existence of a contract manager in the execution of the contract. E1 stated that it is added value to have "someone with a certain technical capacity and involvement in the administrative part who can verify whether the contracts are being executed according to the requirements." There is a common consideration in the respondents' answers that relates to the decentralization of operational control of contract execution and allows for the disaggregation of functions. E3 mentioned as an added value of the existence of the contract manager the presence of "someone with the knowledge to critically analyze the information" derived from contract execution. In a spectrum of public money allocation, E4 stated that, with the existence of the contract manager, it is possible to contribute to greater efficiency in the use of public money, preventing payment for a certain good or service that is then not acquired or provided as agreed.

Regarding DQ6, all interviewees considered the existence of a contract manager to be added value for rigor, efficiency, and effectiveness in the management of public contracts. E1 revealed the importance of knowing the contract manager's competencies to guarantee rigor, efficiency, and effectiveness, insofar as, if these are ensured in the best way, it will oblige companies to carry out what was contracted (effectiveness), determining if adjustments can be made in future contracts (efficiency). Furthermore, if the contract is not fulfilled as awarded, the entity should not have to pay for what was not done (economy).

E3 stated that the contract manager, by participating in the planning of processes and monitoring the execution of critical tasks, constitutes an added value for the fulfillment of the stated principles. In turn, E5 stated that the existence of the contract manager is undoubtedly an added value for the fulfillment of the principles; however, he mentioned that, in the topic under discussion, efficiency and effectiveness are implied, both contributing to the correct execution of the contract.

Regarding DQ7, the interviewees, in response to this question, outlined all the steps they seek to take to perform appropriate oversight to guarantee the correct execution of the contract. In general, the interviewees cited as the main measures to be taken, upon their appointment as contract manager, the verification of the conditions and technical specifications defined in the procurement procedures documents and whether the execution deadlines are being met as established in the contract.

In addition, E1 mentioned that it is important to analyze the needs to avoid waste and proceed with a cheaper acquisition. E4 stated that the first action to be taken is to propose a meeting with the company; in addition, he prepares monthly reports in which he reports the deficiencies found. In this context, E6, although never having performed the role of contract manager, said that he creates and implements mechanisms that allow monitoring contracts in real time. In addition to these mechanisms, the interviewee mentioned the importance of implementing performance measurement indicators with the intention of detecting anomalies, deviations in their execution and, mainly, evaluating the performance of the execution of a given contract.

Regarding DQ8, as stated by E5, the role played by the contract manager is influenced by how contract execution occurs.

> The role that the contract manager has is according to what appears. If things are not done well on the supplier's side, of course I must intervene actively. If everything is delivered as it should be, I don't need to due diligence; from the moment it is delivered, the procedure ends. The intervention is appropriate to the way the object is delivered or supplied (Interviewee E5).

Except for E2 and E6 because they had not yet performed this function, all other interviewees mentioned that they could have adopted a more interventionist role during their time in the position. E3 stated the lack of time available to perform the function as a determining factor, since, if there were more time available, it would be possible to adopt a more interventionist behavior and be closer to the contractual execution and the respective control inherent to it. In turn, E1 revealed a lack of connection between the person who performs the role of contract manager and the person who appointed them, and they were never asked for any type of evaluation report of the service provided or any type of assessment of it. E1's response highlights the need to require the provision of reports and evaluations to assess and control contractual execution. The existence of a close relationship between the contract manager and the person who appoints them for this purpose would also be a stimulating factor for greater control.

Finally, considering the purpose of the study, and analyzing what the interviewees would like to add to this investigation, E1 mentioned the need for greater involvement and coordination between the contracting entities and the contract manager, thus promoting the exchange of information and opinions – this is because it may happen that the contract is not being executed as awarded and the contracting entity is paying what was agreed. As mentioned by E3, the existence of a healthy relationship between the contracting and contracting entities is fundamental to guarantee a correct flow of information between them, so that any deficiencies found are reported and the contracting entity can also provide opinions and information to the contracting entity. A good relationship between both stakeholders is essential for success.

Regarding the appointment of the contract manager, E4 stated that the body responsible for authorizing expenditure designates the contract manager and that, before appointing someone to perform this function, it is necessary to understand the subject matter of the contract to choose an individual who possesses knowledge within the scope of the contract's subject matter. This interviewee also said that there are situations in which contract managers are appointed who only possess technical knowledge within the scope of the contract's subject matter, but lack the minimum knowledge of the role of a contract manager in public procurement – thus failing to understand the added value resulting from the correct supervision and control of the contract for which they were appointed managers.

CONCLUSIONS

This chapter is essentially intended to present the final reflections of the investigation, more specifically verifying the SO and GO and, simultaneously, responding to the MQ and DQ, which are the guiding thread of the entire research work. The methodological options allowed the combination of the analysis of the literature review with the content obtained from conducting the interviews, making it possible to achieve the established objective. To operationalize the objective set, the empirical work was based on conducting six interviews applied to officers, both from the EP and the GNR, who are acting as contract managers. Their contributions were highly informative and helped in reaching relevant conclusions.

Through the analysis of the literature review and the responses to the interviews conducted, it was possible to verify that the contract manager appears as the main person responsible for all monitoring and supervision of the contracts; and it is also on him that civil and criminal liability falls in case of non-compliance. As such, given its significant influence on contract execution, its appointment must take place before the start of contract execution, with the manager being able to conduct the entire process transparently. The service quality provided by the manager is inherently linked to the rigor and optimization of contract execution, this being a clear added value and an element of high importance, constituting the link that guarantees primary control of material execution.

Thus, it will be possible to meet the SOs and, consequently, answer the DQs of this investigation. In response to SO1 (main challenges of performing the role of contract manager), it was possible to conclude that this role is a challenge due to the multiplicity of efforts and diligence that must be carried out to ensure that all the conditions that were awarded and presented in the contract are met under the proper conditions. Thus, the main challenges of the position include maintaining communication between the bidder and the awarded contractor, meticulous monitoring of contract

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execution, maintaining a healthy relationship with the awarded contractor, and the need for available time to oversee contract execution. Therefore, the importance of the role played by individuals performing this function in ensuring the successful fulfillment of the contract is undeniable.

In response to SO2 (contributions of contract managers to rigor, efficiency, and effectiveness in the management of public contracts), aligning the entire study with the responses provided by the interviewees, it is possible to affirm that the contract manager contributes actively and beneficially to the success of the contractual execution for which they were appointed, constituting a highly important element during the execution of the contract. Thus, it is possible to state as their main contributions during the contractual execution the provision of information on how the contractual execution is occurring, as well as communicating whether the conditions present in the contract are being met, reporting any abnormalities during the contract, allowing contracting entities to decentralize responsibility for the management and supervision of contract execution to qualified organizational elements to perform such functions. Furthermore, because of the professionals' experience in the area in question, it will be possible to adjust future contracts to guarantee efficiency.

Therefore, it is considered possible to realize the GO and answer the MQ of this investigation. Thus, the appointment of a contract manager allows entities to decentralize the responsibility for managing and controlling the execution of the contract to more qualified individuals, with the contract being assigned to the person with adequate knowledge about its subject matter. It is unquestionable added value to have someone with adequate technical and administrative skills, capable of verifying the correct contractual execution.

In the specific case of EP and GNR, it is difficult to find people with adequate skills for the procedures, given the requirement for the contract performance in both institutions. Therefore, whenever possible, a department should be chosen that has some affinity/knowledge of the good/service that will constitute the object of the contract. Taking the example of acquiring fuel, a good that is required daily, the existence of a contract manager allows for the planning of the next necessary procedures, so that there are no constraints. This is a fundamental piece to understand when a new procedure ends and when it begins, since this is a very time-consuming process. However, when questioned about the possibility of having a more interventionist role, constraints arise regarding the lack of connection between the contract manager and the entity that appointed them to that role. In the context of contract execution and supervision, it is possible to state that a large part of the procedures is based on the delivery of goods, so it is necessary to carry out quality management tests, verify manufacturing defects, carry out licenses, seek compliance with execution deadlines, hold meetings, and prepare reports. Additionally, it is necessary to consider the fact that in certain units there is no awareness of the accountability and importance of the contract manager.

In short, it is noted that there are still gaps regarding the relationship between the contract manager and the entity competent to appoint them as such. As a result, greater involvement and coordination between the contracting entities and the contract manager is necessary. The lack of time to carry out the task, as well as the need to have qualified managers who are knowledgeable about the contractual objects, is also a concern on the part of the EP and the GNR. Additionally, quality control and supervision of the service provided are among the objectives to be achieved to improve contract management.

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DATA AVAILABILITY

The data set that supports the results of this study is not publicly available.