



**DEVON &  
SOMERSET**  
FIRE & RESCUE SERVICE



**NFCC**  
National Fire  
Chiefs Council

# Call-Off Contract Management

NFCC Emergency Response Vehicle  
Framework

DS478-24

## **MANAGE the Call-Off Contract**

The Call-Off Contract performance and management of any resulting Call-Off Contract is the responsibility of the Contracting Authority.

### **Conflict of Interest**

Conflicts of Interest declarations and Conflicts of Interest assessment shall be regularly reviewed and updated during the contract management.

### **Stage Payments**

The Contracting Authority must ensure that stage payments are paid in accordance with their Call-Off Contract. It is suggested that Contracting Authorities carry out either physical or virtual inspections before paying each stage payment.

If you have selected 4 stage payments, the 4<sup>th</sup> stage payment should either be paid if all snags are complete upon delivery or within 3 months of delivery.

### **Inspections**

The Contracting Authority may perform a chassis inspection, factory acceptance (including stowage exercise and CQC survey (as required)) and site acceptance for the appliances / vehicles. There may be less inspections / acceptance visits for Special Vehicles and Vehicle Disposal.

The Contracting Authorities must create written documentation of acceptance at each stage and any snags identified during your visit. A copy of this document is to be sent to the Supplier and confirmation provided by the Supplier once each snag is rectified. This will then allow the Contracting Authority to pay the relevant stage payment.

It is suggested that the Contracting Authority checks the appliances / vehicles upon delivery against all inspection documentation and your requirements.

### **Supplier Relationship Management**

The Contracting Authority may set up regular meetings to ensure that the appliances / vehicles are on track against the agreed project plan. It is important for Contracting Authority to keep records of each meeting including any actions with agreed deadlines etc.

It is suggested that Contracting Authorities define a single point of contact for both the Contracting Authority and Supplier to aid supplier relationship management.

### **Project Plans**

The Contracting Authority must ensure that they request update project plans regularly.

### **Notices**

The Contracting Authority must ensure that any relevant Procurement Act 2023 notices or payment requirements are published in compliance with the Act.

The Contracting Authority shall consider the following notices (and added, amended or changed in accordance with Procurement Act 2023):

- Payment compliance notice
- Contract performance notice

- Contract termination notice

For further guidance on notices, please review the [relevant guidance documents](#).

## **Contract Modification**

The Framework identified the following known risks to enable the Contracting Authority to make a modification to a Call-Off Contract:

- Value of the open framework e.g. increase in government funding
- Number of suppliers within the market for certain type of appliances or vehicles may reduce
- Imposed mandates from government regarding vehicle specifications
- Risk of access to and/or transport of raw materials and their availability
- Pandemic
- Volatile markets affecting inflation, tariffs, exchange rates etc.

A Contracting Authority may wish to rely on the 'materialisation of a known risk' ground (Schedule 8 paragraphs 5-7) to make modifications to call-off contracts, it must sufficiently identify the specific risks that may require a modification in the tender notice or transparency notice for the framework.

Similarly, a Contracting Authority may wish to rely on the 'provided for in the contract ground' (Schedule 8, paragraph 1) to make a modification that is unambiguously provided for in a call-off contract as awarded, it must provide sufficient information about the possible modification in the tender notice or transparency notice for the framework.

Contracting Authorities may choose to implement a 'voluntary standstill period' prior to making a contract modification.

The Contracting Authority must publish a contract change notice.

For further information on Contract Modification, please review the [Contract Modification Guidance](#).

## **Change Control**

The Contracting Authority must ensure that they comply with the change control mechanism as defined in the Call-Off Contract.

## **Price Increase Clause**

If a price increase clause is selected within the Order Form, the Contracting Authority must ensure that they adhere to the clause including the calculation, timing etc and ensure a contract variation is completed and signed by both parties.

## **Training**

If the Contracting Authority has requested training as part of the requirements, the Contracting Authority will need to ensure this is defined in the pre-build meeting e.g. dates, number of attendees etc.

## **Defect Reporting**

The Contracting Authority must ensure that report defects to the Supplier with the priority level to ensure this can be monitored.

**General Drawings**

The general drawings may be updated during the build process, the Contracting Authority shall ensure they have the up-to-date copies.