

VARIATION TO CONTRACT FORM

This is to confirm the variation of our Agreement as per clause 7- Variation to Contract. All other aspects of the Contract remain unchanged.

Contract title : Delivery of Official Controls in Approved Establishments in England and Wales (Lots 1-6)

Contract Reference : FS101227

Variation No :13 **Date:** 06/08/2021.

Between : The Food Standards Agency (the Authority) and
Eville and Jones GB Ltd (the Contractor)

1. The Contract is varied as follows:

Please select the reason(s) for the variation:

☒ Price ☐ Duration ☐ Price and Duration ☐ Scope of Work ☐ Key Personnel ☐ Other

Overview

1) Correction to Schedule 4 Charging with effect from 1st April 2020 - attached

Amendment to clauses 1.2, 1.3, 1.6 and the addition of a new clause, 1.7, to separate the FVC rate.

Current clauses :-

1.2 The successful bid identified an annual overhead cost for providing the services. This has been divided by 12 and will then have [REDACTED] 2020/21 (2021/22 [REDACTED] 2022/23 [REDACTED]) paid within each monthly invoice.

1.3. The hourly rates the Authority will pay the Supplier are as per the successful tender bid. The rates are:

[REDACTED]

1.6

[REDACTED]

Amended to revised Clauses :-

[REDACTED]

1.2 The successful bid identified an annual overhead cost for providing the services of [REDACTED] 2020/21 (2021/22 [REDACTED] 2022/23 [REDACTED]). This is paid as part of the effective hourly rate in the monthly invoice based on the tender forecast hours.

1.3. The hourly rates the Authority will pay the Supplier are as per the successful tender bid. The rates are:

[REDACTED]

1.6

[REDACTED]

1.7. The Hourly rates the Authority will pay for other work are:-

[REDACTED]

2) Revision to Schedule 2 Pricing , Clause 6.2.2

Current Clause:-

6.2.2. Pricing will be based on

- a. Direct Delivery Costs calculated as an hourly rate for both cOA and cOV. This will include front line management costs and overheads directly linked to service delivery (i.e. those that will broadly in line with volume of hours).
- b. Fixed Indirect and Corporate Overhead that will the supplier's annual cost for providing support to delivery service divided by 12 and payable in a lump sum per lot within each monthly invoice.
- c. Identified profit margin for both a) and b) paid as a percentage of each monthly invoice.
- d. Where applicable a gain share payment may also be made.

Amended to:-

6.2.2. Pricing will be based on

- a. Direct Delivery Costs calculated as an hourly rate for both cOA and cOV. This will include front line management costs and overheads directly linked to service delivery (i.e. those that will broadly in line with volume of hours).
- b. Fixed indirect and corporate overhead, and the identified profit margin are factored in an effective hourly rate and paid in the monthly Invoice based on the tender forecast hours.
- c. Where applicable a gain share payment may also be made.

2. Words and expressions in this Variation shall be given the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:

For the Authority

Signature:

Name:

Title:

Date:

For the Contractor

Signature:

Name:

Title:

Date:



