

VARIATION TO CONTRACT FORM

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

Contract Reference : FS101227

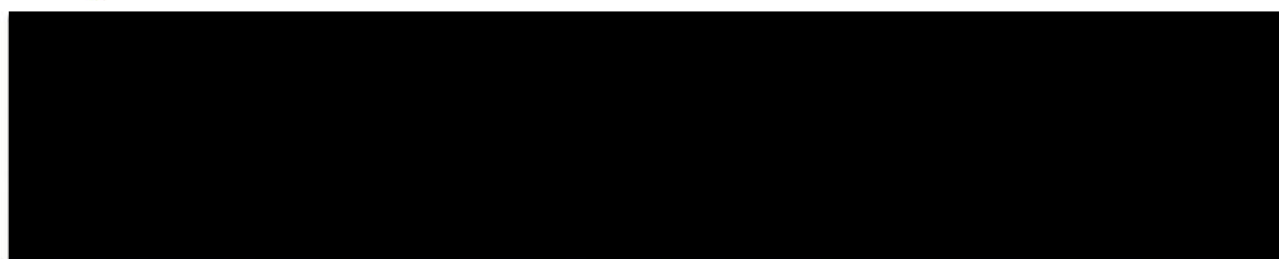
Variation No :19 **Date:** 16/09/2022.

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

The contract is varied as follows: **Duration and Price**

1. This variation notifies the supplier of the intention of the FSA to extend the contract by a period of one (1) year under Clause 8.2 from 27/03/23 to 31/03/24
2. This variation amends Schedule 4 Charging (see below) to insert the agreed year 4 costs based on delivering an 'As Is' extension of the existing services.
3. It has been agreed that the required service provision will reduce by up to 25% of OV hours as part of the FSA Vet Resourcing Project. The impact of these changes to both the contractual hours and associated costs will be reflected in a further variation once the required detail has been confirmed.
4. Removal of Clause 6.2 Pricing in Schedule 2 – The Ordered Services.
5. The total cost of this variation is £37,924,588.
6. Words and expressions in this Variation shall be given the meanings given to them in the Contract.
7. The contract, including any previous variations, shall remain effective and unaltered except as amended by this variation.

Signed:



Title: CEO

Date: 29 September 2022

Title: CEO

Date: Click here to enter a date.
16/09/2022

PROCUREMENT TEAM ONLY

Update SharePoint & e-sourcing portal with variation number, dates & value, add copy of variation, redact & add to Contracts Finder. Science Only:- Update Teams SERD/SEF Master Spreadsheet

Please e-mail this form to  once complete.

SCHEDULE 4 CHARGING FOR YEAR 4 (2023/2024)

- 1.1. This Schedule 4 sets out the Charges that apply to this Contract and any attendant purchase orders and self-billing invoices.
- 1.2. The forecast chargeable hours are 444,630 COV hours and 477,542 MHI hours.
- 1.3. The hourly Direct Payroll rates the Authority will pay the Contractor for each chargeable hour worked, as per the agreed contract extension are:

Year	2023/24
COV Rate	
CMHI Rate	

- 1.4. Premium rates are not payable in any circumstances which includes bank holidays and overtime, only the standard rates detailed above will be paid.
- 1.5. The 'FSA risk' Direct Variable costs for providing the services (estimated at £) will be paid as per Table 1 below.
- 1.6. Costs for Laundry and Equipment provided by FSA are shared based on 65% contract staff and 35% employed staff. This will be reviewed on 31 March 2023 and 1 October 2023 and adjusted in line with the relative staffing levels at these points in time.
- 1.7. One twelfth of the 'E&J risk' Direct Variable costs (estimated at £) and the Indirect Overhead costs (estimated at £ plus £ depreciation) will be paid within each monthly invoice. These costs are fixed and will not be reviewed for any adjustments.
- 1.8. The profit margin to be paid is £ per hour for the extension period. It will be calculated for each monthly invoice based on the sum of the actual chargeable hours worked.
- 1.9. The Hourly rates the Authority will pay for FVC work are: -

Year	2023/24
FVC Rate	

Schedule of Costs

Category	Forecast Y4 “as is”	Notes
Total Contract Cost		Linked to hours x direct pay cost per hour plus direct variable costs and indirect overhead, and a fixed profit £s amount per hour
Estimated Hours		Will vary depending on business needs and staff availability
Direct Pay Costs		Amount by grade per actual hour recorded each month
Direct Variable Costs – FSA Risk		Pass Through Costs with a ‘soft cap’ – see table below
Direct Variable Costs – E&J Risk		One 12 th paid per month. Fixed amount in contract, no adjustments
Total Direct Costs		
Indirect Overhead Costs – E&J Risk		One 12 th paid per month. Fixed amount in contract, no adjustments
EBITDA		
Depreciation		One 12 th paid per month. Fixed amount in contract, no adjustments
Total Direct and Indirect Costs		
Profit per Hour		Fixed amount per hour worked
Profit		

If these agreed costs are at risk of being exceeded then the costs will be jointly reviewed by FSA and E&J.

‘Soft Cap’ on Direct Variable Costs – FSA Risk

It is hereby acknowledged and agreed by the parties that: (a) the agreed amount of monies payable by the FSA as indicated in Table 1 in this Variation Contract [under Schedule 4] shall be treated as a Soft Cap. “Soft Cap” means that the FSA shall have no obligation to fund additional costs in excess of such specific agreed amount but that in cases where E&J forecasts that a particular cost may exceed such specific agreed amount the FSA agrees to enter in good faith into discussions with E&J to understand the impact of not paying for the additional cost in order to enable the FSA to decide whether the FSA wishes to fund/partially fund any such additional cost at its sole discretion; and (b) notwithstanding the Soft Cap, the overall (total) agreed amount of monies payable under this Variation Contract [as indicated in Schedule 4] shall be treated as a Hard Cap. “Hard Cap” means that the FSA shall have no obligation to fund additional costs in

excess of such agreed amount and nor shall the FSA be obliged to consider any such additional costs under this Variation Contract.

Table 1 - Direct Variable Costs – FSA Risk

Category	Y4 “as is” (soft cap)	Notes
Visa applications	██████████	SP numbers and evidence of cost required
Training (Pre-service) excl payroll cost.	██████████	
Training (CPD)	██████████	SP numbers and evidence of cost required for English Tuition
RCVS subscription	██████████	Based on an agreed list in April 2023 supported by evidence of hours worked on the FSADOC contract
Laundry	██████████	See para 1.6
Equipment	██████████	See para 1.6
	██████████	