

Schedule 1 Part 2: Specification of Requirements

Framework Agreement for The Provision of Management, Collection, Slaughter, Salvage and Disposal of Farmed Livestock for TB Control Purposes (“Reactor Removal”)

1. GLOSSARY

1.1. Unless the context otherwise requires, the following words and expressions used within this Specification of Requirement shall have the meanings (to be interpreted in the singular or plural as the context requires) as set out in Table 1: Terms & Abbreviations below.

Table 1: Terms & Abbreviations

TERM	MEANING
“ APHA ”	means the Animal and Plant Health Agency, an Executive Agency of Defra. APHA will undertake day-to-day contract management of the Framework Agreement and Contracts resulting from this Framework Agreement on behalf of Defra.
“ Atamis ”	means the e-Tendering system used by the Defra for conducting this procurement, which can be found at Welcome (site.com)
“ Authority’s Authorised Representative ”	means an authorised representative nominated by Defra.
“ Authority ”	means collectively the Department for Environment, Food and Rural Affairs acting as part of the Crown, the Scottish Government, the Welsh Government, and the Animal and Plant Health Agency.
“ BCG ”	means Bacillus Calmette-Guérin
“ Best Overall Return ”	means the calculation used to award a Call Off Contract as per the methodology set out in section 18.13.
“ Bovine ”	means farmed livestock of the genus Bos species taurus (domestic cattle), Bubalus bubalis and Bison.
“ Call-Off Contract ”	means the contract (contained within Schedule 5 of the Framework Agreement) that is to be entered into by the Authority and the Contractor when an Authority and Contractor agree an Order Form.
“ CM ”	means Contract Manager
“ Contingency Plan ”	means the Contingency Plan as set out in section x or the Contractors own Contingency Plan suitable for the delivery of Services.
“ Contractor ”	means the successful Tenderer(s) who will be a party to the Framework Agreement responsible for supplying the Services.
“ CPH ”	means County Parish Holding
“ Defra ”	means the Department for Environment, Food & Rural Affairs
“ DC ”	means Direct Contact. An animal which it is considered has been exposed to Bovine Tuberculosis and it is proposed should be slaughtered.
“ DgC ”	means Defra Group Commercial
“ Disposal Rate ”	means the price for incineration or rendering of animals or parts of animals condemned as unfit for human consumption for whatever reason, including all associated transport and administrative costs relating to the disposal of carcasses and/or parts of carcasses.
“ DSLO ”	means Deputy “ SLO ”
“ DSM ”	means Deputy Service Manager
“ EIR ”	means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“ Emergency Situation ”	means, as defined in Annex 1 of the Specification of Requirements, situations whereby an issue outside of the Contractor’s control can affect the proper delivery of services, including the collection, transportation, slaughter and disposal of animals.

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“Exceptional Circumstances”	means an event deemed solely by the Authority as not falling within the definition of Force Majeure but prevents normal operation of the business. For example, wide-spread staff illness, utility failures and others at the sole discretion of the Authority.
“FOIA”	means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Food Chain Information (“FCI”)	means Information that must be provided to the Slaughter House by the keeper before an animal leaves the farm.
“Framework” AND “Framework Agreement”	means the agreement to be entered into by Defra and the Tenderers who are awarded a place on the Framework.
“FSA/FSS OV” AND “OV”	means an authorised Official Veterinarian either directly employed or contracted by the Food Standards Agency (“FSA”) or Food Standards Scotland (“FSS”).
“GB”	means Great Britain
“Guaranteed Available Capacity”	means the minimum capacity a Contractor is willing to guarantee to the Authority on each Working Day, provided that APHA has supplied at least two (2) Working Days’ notice of the award of an Order.
“Haulage Rate”	means the all-inclusive rate chargeable by the Contractor for the cost of transporting animals from the Notified Premises to the Slaughterhouse, including but not limited to the costs of the driver, driver’s mate, all fuels, tolls, ferries and vehicle servicing costs as appropriate.
“Information”	means the information contained in the ITT or sent with it, and any information which has been made available to the Tenderer by the Defra, its employees, agents or advisers in connection with this procurement.
“IR”	means Inconclusive Reactor. An animal which when subjected to the Tuberculin test gives rise to an inconclusive skin reaction.
“ITT”	means this invitation to tender document and all related documents published by Defra and made available to Tenderers.
“Keeper”	means any person who owns or is responsible for farmed livestock animals whether on a permanent or temporary basis, but it does not include a person responsible for an animal solely because they are transporting it.
“KPI(s)”	means Key Performance Indicators
“Local Authority”	means an organisation that is officially responsible for all the public services and facilities in a particular area.
“Lowest Overall Price”	means the calculation that is applied to award an Order under Lot 3 of this Framework Agreement. The formula is set out in section 18.15.
“Measure”	means The Welsh Language (Wales) Measure 2011, as amended
“Non-Bovine”	means any other animal not of the genus Bos Taurus (domestic cattle), Bubalus bubalis and Bison.
“Notified Premises”	means the premises where the specified animals are located.
“Order From”	means the TB161 form (contained within Schedule 6 of the Framework Agreement) that is sent by APHA to a Contractor to confirm the details of the Services required. The Order Form, when completed by the Parties, creates a Call-Off Contract.
“Order(s)”	means the award of an individual, or multiple as the context requires, Order. Each individual Order will have its own Order Form and as such, each Order represents an individual Call-Off Contract.

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“Pricing Schedule”	means Schedule 3 of the Framework Agreement which sets out the Fees that maybe charged by the Contractor.
“Priority Reactors”	means any Reactors that require special consideration, as defined in section 7.3 of the Specification of Requirements, which consequently require transport to and slaughter at the nearest available Slaughterhouse.
“Reactor”	means an animal that produces a positive reaction to a relevant test which is consistent with it being infected with M bovis or is suspected of having bovine TB.
“Response”	means the information submitted in response to the ITT via the e-tendering portal Atamis including the Tenderer’s formal Tender.
“Salvage Income” AND “Salvage Value”	means the income, as described in sections 16 and 18, that is received from the sales of carcasses slaughtered under this Framework Agreement.
“Section” AND “Annex” AND “Appendix”	means references to a section and to an appendix to this Specification.
“Selection Methodology”	means the process by which an Order will be awarded as set out in section 18.
“Services”	means Services to be provided as defined by this Specification of Requirements.
“Slaughter Rate”	means the price for all costs associated with the slaughter of animals at the Contractor’s Slaughterhouse, including all costs associated therewith, provision of all facilities, disposal of waste etc.
“Slaughterhouse Radius”	means the radius that is drawn around the Contractor’s Slaughterhouse as per the methodology set out in section 18.8 – 18.9
“Slaughterhouse”	means an FSA or FSS approved Slaughterhouse for the Slaughter of TB Reactors.
“SLO”	means Slaughterhouse Liaison Officer
“SM”	means Service Manager
“Specification of Requirements”	means this Schedule 1 which sets out the Authority’s requirements.
“SRO”	means Senior Responsible Officer
“Statute” or “Statutory”	means a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
“Sub-Contractors”	means a contract between 2 or more suppliers, at any stage of remoteness from Defra in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract.
“TB”	means Bovine Tuberculosis caused by M bovis.
“Tender”	means the formal offer to provide the Services by a Tenderer in response this this ITT.
“Tenderer”	means anyone responding to the ITT and, where the context requires, includes a potential tenderer.
“Timetable”	means the procurement timetable set out in Part 2 of Section 1 of the ITT.
“Transport Depo”	means the location from which a Contractor can dispatch vehicles from to collect animals from farms. Applicable to Lot 3 only.
“Working Day”	means any day other than a weekend or Bank Holiday in England, Scotland or Wales.
“Working Week”	means Monday to Friday, excluding Public Holidays.
Contractor Fee(s) AND “Fee”	means the price charged by a Contractor for the delivery of Servies. Depending on the context, this will refer to a Haulage Rate or Slaughter Rate or any sum paid by the Authority to the Contractor.

2. BACKGROUND TO THE REQUIREMENT

- 2.1. The Animal and Plant Health Agency (“**APHA**”) is an Executive Agency of the Department for Environment and Rural Affairs (“**Defra**”) and delivers the Animal Health and Welfare policies of Defra, Scottish Government and Welsh Government (collectively the “**Authority**”) across Great Britain (“**GB**”). One of APHA’s principle functions is the safeguarding of animal health and welfare and public health, which in turn supports economic growth and trade.
- 2.2. Whilst this Framework Agreement is to be formed between Defra and the Contractor, APHA will assume responsibility for the day-to-day management of the Framework Agreement on behalf of Defra. Individual Orders are expected to be between APHA, acting on behalf of Defra, and the Contractor.
- 2.3. APHA has a critical role in the control and eradication of endemic and infectious diseases, most notably bovine tuberculosis (“**TB**”). The scale of infection and the associated costs make TB one of the biggest challenges that the livestock farming industry faces, particularly in the west and southwest of GB. The costs of TB control measures for Government are also significant. The Government is committed to eradicate bovine TB to support the food and farming industry and reduce costs for farmers and taxpayers. TB testing and Reactor Removal plays a crucial role in identifying infected herds and controlling TB, thus helping to reduce further spread of the disease.

3. LOTTING STRUCTURE OF THE FRAMEWORK AGREEMENT

- 3.1. This Framework Agreement is for direct delivery of Services to manage the collection, slaughter, salvage and disposal of farmed livestock for TB control purposes in England, Scotland and Wales. With additional lots to cover the slaughter, salvage and disposal in Scotland only, plus provision for GB wide live animal transport.
- 3.2. The lots under this Framework Agreement are:

Table 2: Summary of Lotting Structures

Lot	Title	Summary of Lot
1	For England and Wales: The Collection, Slaughter, Salvage and Disposal of Farmed Livestock for TB Control Purposes.	In England & Wales we are seeking Contractors that can deliver all aspects of the requirement. This covers all stages of the process from collecting animals at the farm to slaughtering and disposal of carcasses.
2	For Scotland Only: The Slaughter, Salvage and Disposal of Farmed Livestock for TB Control Purposes.	In Scotland we recognise that many Contractors cannot offer the service that is sought in England & Wales. For this reason, lot 2 is for the provision of slaughter, salvage and disposal Services in Scotland only. Animals will be transported to the Slaughterhouse via lot 3 below.
3	All Regions: – The Collection & Transport of Live Animal.	Services to transport animals from farm to a Slaughterhouse only. It is expected this lot will mainly be used for Services in Scotland, but we may however use this lot for Services in England in Wales should a demand arise for such Services.

- 3.3. The Authority will appoint one or multiple Tenderers to each Lot.
- 3.4. Orders will be allocated in accordance with the Selection Methodologies described in Section 18 of this Specification of Requirements below.
- 3.5. The Contractor shall, under the terms of the Framework Agreement with Defra and any Order

there under, provide all the Services as detailed in this Specification of Requirements.

- 3.6. There is no guarantee that the indicative volumes of work will be offered, and the Contractor should expect volumes to fluctuate due to changes in disease prevalence and Government policy. Moreover, this Framework Agreement and any individual Order do not give the Contractor an exclusive right to carry out the Services and, in particular, an Authority may slaughter animals on farm if there are overriding welfare or health & safety considerations which may conclude the animals are not fit to be transported.
- 3.7. The Contractor will be required to comply with Defra's Key Performance Indicators ("KPIs"), Service Levels and Service Credit regime which are set out in Appendix A of this Specification and forms a condition of the Framework Agreement.

4. STANDARDS AND REGULATIONS – Applicable to All Lots

- 4.1. The Contractor shall comply with all relevant legislation and policy in force, as relevant to these Services, for its Sub-Contractors, employees, customers, and members of the public, including but not limited to the requirements set out in this Specification of Requirement.

5. HEALTH AND SAFETY – Applicable to All Lots

- 5.1. The Contractor shall have a Health & Safety policy which covers the minimum standard laid out in the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and subsequent amendments. Delivery of the Services must not be carried out in contravention of this legislation.
- 5.2. The Contractor must follow the relevant health and safety guidelines issued to protect humans from zoonotic diseases. Guidance on this can be found on the Gov.uk website, under 'Disease prevention for livestock farmers', Gov.scot under 'biosecurity practices for animal health' and wales.gov.uk under 'biosecurity'.
- 5.3. It is the Contractor's sole responsibility to carry out the necessary generic risk assessments and introduce control measures to ensure compliance with the foregoing and any other relevant legislation.
- 5.4. The Contractor must follow the recommendations from the Health and Safety Executive ("HSE") and any advice from the relevant Public Health agencies where workers are exposed to the following high risk activities; bovine stunning; removal / dressing and inspection of the head; pluck (i.e., heart, liver, lungs) inspection; and during wash down and cleaning after these activities. The Contractor must implement and maintain adequate control measures, to protect them from exposure to *Mycobacterium bovis*, which may include:
 - 5.4.1. Provision and use of RPE (FFP3 and face-fitted if tight fitting) which is adequate for use with aerosols and can be maintained and kept clean.
 - 5.4.2. Provision and use of PPE as determined by risk assessment (e.g. as appropriate by task - protective footwear, coveralls, gloves (including cut resistant), apron, eye protection, face shields etc).
 - 5.4.3. Control of the environment.
 - 5.4.4. Health surveillance and BCG (*Bacillus Calmette-Guérin*) vaccination.
 - 5.4.5. Cleaning and decontamination procedures (including adequate welfare facilities for basic employee hygiene).
- 5.5. APHA Health and Safety guidance and generic risk assessments are available to be shared

with the Contractor upon request. This includes the Generic Risk Assessment on Working with Animals (“RA2”).

- 5.6. The Contractor must help to minimise the risk of disease occurring or spreading, safeguarding the health and welfare of animals and protecting the viability of businesses by adopting appropriate biosecurity measures, these must at a minimum be the equivalent of Defra, Scottish Government and Welsh Governments Standards.

<https://www.gov.uk/guidance/controlling-disease-in-farm-animals>

<https://gov.wales/biosecurity-guidance> or <https://llyw.cymru/bioddiogelwch-canllawiau>

<https://www.gov.scot/publications/biosecurity-practices-for-animal-health-guidance/>

6. BIOSECURITY – Applicable to All Lots

- 6.1. The Contractor must endeavour to avoid any adverse impact on the surrounding area that may arise from operations. This includes the use of a Defra approved disinfectant for the control of TB in line with the manufacturer’s instructions and its safe disposal. Information on appropriate measures and Defra’s approved disinfectant can be found on the ‘gov.uk’ website by searching under:

6.1.1. Controlling Disease in Farm Animals; and

6.1.2. Defra-approved disinfectant.

- 6.2. The Contractor must ensure that Slaughterhouses have adequate and suitable Cleaning and Disinfection (“C&D”) equipment and facilities on site to ensure that the C&D of vehicles, equipment and premises is carried out effectively.

7. TRAVEL ARRANGEMENTS – Applicable to Lots 1 and 3

- 7.1. Where Transport is provided as part of the Service this must comply with all relevant legislation in force at the time of the Contract (as amended from time to time) including:

7.1.1. Section 4 of the Welfare of Animals During Transport Order 2006.

7.1.2. The Assimilated Regulation (EC) No 1/2005, Welfare in Transport Regulation.

7.1.3. The Welfare of Animals (Transport) (England) Order 2006.

7.1.4. The Welfare of Farmed Animals (Transport) (Wales) Order 2007.

7.1.5. The Welfare of Animals (Transport) (Scotland) Regulations 2006.

- 7.2. Animals must only be loaded on the Notified Premises and must not be unloaded at any time after leaving the Notified Premises of origin until they reach the Slaughterhouse, other than in an Emergency Situation, as defined in Annex 1 to this Specification of Requirements. For the avoidance of doubt, once Reactors are loaded onto the transport vehicle only additional Reactors can be loaded onto the transport vehicle.

- 7.3. The Contractor must also endeavour to avoid any adverse impact on the surrounding area that may arise from on-site and haulage operations. This includes the use of a Defra approved disinfectant for the control of TB in line with the manufacturer’s instructions and its safe disposal. It will also include the prevention of spillage of faeces / slurry out of the transport either during transport or at loading and the provision of a spillage kit on the vehicle. Information on appropriate measures and Defra’s approved disinfectant can be found on the

'Gov.uk' website by searching under:

- 7.3.1. Controlling Disease in Farm Animals; and
 - 7.3.2. Defra-approved disinfectant.
- 7.4. The Contractor must ensure that vehicles and equipment, including those of Sub-Contractors, are maintained in good working order at all times. Vehicles must be operated in compliance with all relevant legislation, including type 1 authorisation for road journeys over 65km and up to 8 hours, and must not present a risk to the animals being transported (i.e., no metal protrusions, broken partitions or damage to the floor surface, and must have an appropriate floor surface that prevents animals slipping).
- 7.5. The Contractor must ensure that vehicles are clean at the start of the day before picking up any animals, to prevent the spread of any contamination. For the purpose of this section 7.5 “**clean**” means: clean and free from organic matter to the naked eye.
- 7.6. The Contractor must ensure in particular that surfaces liable to contamination through contact with infected animals and animal by-products are thoroughly cleansed and disinfected using Defra’s approved disinfectants for the control of TB at the required concentration for TB purposes before and after use. These are available at Defra-approved disinfectant: when and how to use it - GOV.UK (www.gov.uk)
- 7.7. These include but are not limited to, ensuring on arrival (prior to contact with any livestock) that the vehicle, protective clothing and footwear are clean and suitable for the task being carried out, in order to minimise the risk of transmission of disease between premises.
- 7.8. Further information can be found on the gov.uk website, and by referring to the relevant legislation:
- 7.8.1. The Animal Health Act 1981.
 - 7.8.2. The Diseases of Animals (Approved Disinfectants) (England) Order 2007.
 - 7.8.3. The Diseases of Animals (Approved Disinfectants) (Scotland) Order 2008.
 - 7.8.4. The Diseases of Animals (Approved Disinfectants) (Wales) Order 2007.
 - 7.8.5. The Transport of Animals (Cleansing and Disinfectant) (England) (No. 3) Order 2003 (Article 8) as amended.
 - 7.8.6. The Transport of Animals (Cleansing and Disinfection) (Scotland) Regulations 2005.
 - 7.8.7. The Transport of Animals (Cleansing and Disinfectant) (Wales) (No. 3) Order 2003 (Article 8) as amended.
- 7.9. All vehicles must be cleaned and disinfected at the Slaughterhouse following unloading, to prevent the spread of any contamination, again using Defra’s approved disinfectants at the required concentration for TB purposes.
- 8. DISTANCES TO BE TRAVELLED – Applicable to Lots 1 and 3**
- 8.1. In order to comply with assimilated regulation EC/1/2005, Article 3, ‘all necessary arrangements have been made in advance to minimise the length of the journey and meet animals' needs during the journey’, animals should not travel for periods longer than eight (8) hours from the time of collection to arrival at the slaughterhouse.

- 8.2. Pick-ups from multiple Notified Premises during the same journey are permitted as part of this Framework, so long as a) the removal and slaughter dates are met and b) assimilated regulation EC/1/2005 is complied with. The Contractor is legally obliged to carry out multi pick up using the lowest practical mileage.
- 8.3. Priority must be given to animals in any of the categories below, and these shall be moved to the nearest available contracted slaughterhouse. These animals will be known as **“Priority Reactors”**:
- 8.3.1. Those in late gestation;
- a. If they are within the last 10% of the expected gestation period they must not travel to slaughter. This means that for cattle they must not be within twenty-eight (28) days of the expected date of birth. For sheep and goats, they must not be within sixteen (16) days of the expected date of birth. For pigs they must not be within twelve (12) days of the expected date of birth.
 - b. No animal must be moved within the seven (7) days after giving birth.
 - c. If cattle are within two (2) months but more than twenty-eight (28) days from the expected date of birth.
 - d. The Contractor must refuse to collect animals if they are showing imminent signs of birth, or where the udder development is advanced in a clearly heavily pregnant animal and should not be taken to a Slaughterhouse due to welfare grounds.
 - e. The Authority shall pay the Contractor demonstrable and reasonable wasted transport costs incurred by the Contractor in relation to animals showing imminent signs of birth.
 - f. If, during transit, a Contractor suspects that an animal is showing imminent signs of birth, this must be reported to APHA and Official Veterinarian (“**OV**”) immediately if practical, or if not, within the same Working Day.
 - g. Defra reserves the right to investigate any such animals delivered to a Slaughterhouse in late gestation and invoke contractual remedies and may refer the investigation to the Local Authority.
- 8.3.2. Dairy cattle in peak lactation – up to four (4) months post calving. The period between consecutive milkings for this group of cattle must not exceed ten (10) hours and may be required within ten (10) hours if explicitly advised by the FSA OV that the cattle require milking more frequently.
- 8.3.3. All animals under six (6) months of age.
- 8.3.4. Any animal considered more physiologically at risk, for example cattle that have had a caesarean or post calving complications.
- 8.3.5. If further investigation by APHA, a Local Authority or other authority is required for any animal in addition to the standard postmortem examination requirements, APHA can choose to send the animal to the nearest contracted slaughterhouse in order to enable those investigations to be carried out by the appropriate teams or individuals. This will only be authorised following discussion with and approval by the Senior Responsible Officer (“**SRO**”) or delegated individual in APHA.

9. FCI FORMS & DRUG RESIDUES – Applicable to Lots 1 and 3

- 9.1. The Keeper must provide confirmation to the Contractor that the animals are free of drug residues, as evidenced by a review of the relevant medicines records as required.
- 9.2. The Contractor shall ensure that Food Chain Information (“**FCI**”) forms are checked for any indication that the animal may have drug residues. FCI forms should be based on the forms as provided by the Food Standards Agency (“**FSA**”) or Food Standards Scotland (“**FSS**”), the Contractor must provide the FCI forms to the Keeper of the animals that are being slaughtered and must not collect animals without FCI being provided.
- 9.3. The Contractor must refuse to collect animals where the FCI, or the keeper, provides evidence of drug residues and these animals should not be taken to a Slaughterhouse under any circumstances. This must be reported to APHA immediately if practical, if not then within the same working day.
- 9.4. The Authority shall pay the Contractor any demonstrable and reasonable wasted transport costs incurred by the Contractor in relation to animals with drug residues.

10. DIRTY ANIMALS – Applicable to All Lots

- 10.1. The Contractor shall ensure that dirty animals are not presented for slaughter as they may be deemed not fit for human consumption. A Slaughterhouse is free to implement their own system for pre-assessment of dirty animals prior to slaughter, however the “Clean Beef cattle for slaughter, A guide for producers” provides some examples.
- 10.2. Further guidance can be found at:
<https://www.food.gov.uk/sites/default/files/media/document/cleanbeefsaf1007%20%281%29.pdf>
- 10.3. The Contractor can refuse to collect animals if, in consideration of the guidance referred to in section 10.1 above, if they are too dirty to be taken to a Slaughterhouse. Where possible and safe to do so, the Contractor must take photographic evidence.
- 10.4. The Authority shall pay the Contractor any demonstrable and reasonable wasted transport costs incurred by the Contractor in relation to dirty animals.
- 10.5. If an animal has been collected and is deemed to be too dirty to be processed on arrival at the Slaughterhouse. Every effort must be made to improve their cleanliness to allow for a hygienic dressing wherever possible at the Contractor’s cost. Any cleaning methods must be approved by the OV.
- 10.6. If the animal cannot be cleaned to enable a hygienic dressing and an Authority needs to arrange for the removal of that animal from the Slaughterhouse at an additional cost, then the Contractor will not charge any Fees in relation to that animal.
- 10.7. If a Contractor has cause to refuse to collect animals from a Notified Premises as they are deemed to be too dirty, this must be reported to the Authority immediately if practical, or if not, within the same Working Day. Where possible and safe to do so, take photographic evidence.

11. ANIMALS UNFIT TO TRAVEL – Applicable to Lots 1 and 3

- 11.1. Under current Transport Legislation the Keeper is responsible if an animal is transported, or they cause it to be transported, and it is not fit for the intended journey. This is a serious compromise of welfare regulations, as referred to in the *TRAVEL ARRANGEMENTS* section

above.

- 11.2. The Contractor is legally responsible for ensuring that unfit animals are not transported and must have a robust procedure in place to assess the animals that they are loading and ensure that they consider them fit for the intended journey (this must include checks with the Keeper on the stage of pregnancy).
- 11.3. Both the Keeper and the Contractor shall be responsible for any breaches of applicable welfare legislation if an animal is loaded that is not fit to travel.
- 11.4. The Contractor must not load any animal that is not fit to travel for whatever reason, including for example animals too fractious or dangerous to travel.
- 11.5. If a Contractor has cause to refuse to collect animals that are deemed to be unfit to travel, then the Authority shall pay the Contractor any demonstrable and reasonable wasted transport costs incurred.
- 11.6. If an animal was deemed fit to travel at the point of loading but an issue arises in transit then the incident shall be reported by the contractor to the Animal Health section of the Local Authority for them to initiate an investigation. The contractor must cooperate with the enquiry providing evidence as required.
- 11.7. If the Contractor is found to be at fault, then the Authority will not meet the transport costs.
- 11.8. If a Contractor has cause to refuse to collect an animal from a Notified Premises as they are deemed to be unfit for the intended journey, this must be reported to the Authority immediately if practical, or if not, within the same Working Day.

12. LACTATING ANIMALS – Applicable to Lots 1 and 2

With Respect to Dairy:

- 12.1. Animals must be milked in accordance with EC No 1/2005, Annex I, Chapter 1 paragraph 6: “Lactating females of bovine, ovine and caprine species not accompanied by their offspring shall be milked at intervals of not more than 12 hours”.
- 12.2. For animals in peak lactation the milking interval must be reduced to ten (10) hours, as per paragraph 8.3.2 above.
- 12.3. Processes must be in place to ensure that udders do not become overstocked at any point between collection from the Notified Premises and slaughter.
- 12.4. Keepers are responsible for milking the animals until the point at which they are loaded. A record of the time of the last milking must be presented to the Contractor on collection of the animal(s).
- 12.5. If the animal has not been milked within the past ten (10) hours, has an overstocked udder at the time of collection or the expected journey time will result in a breach of the welfare regulations due to a delay to the next required milking, then the animal must not be loaded. Where possible and safe to do so, the Contractor must take photographic evidence.
- 12.6. Any animals not collected due to the reasons stated in section 12.5 above must be reported to the Authority immediately if practical, or if not, within the same Working Day.
- 12.7. For lactating dairy cattle, the intervals between milkings should be reduced to ten (10) hours. Animals in peak lactation for this purpose should be defined as animals that are within four (4) months post calving, as defined in 8.3.2 above.

- 12.8. Milking facilities must be available in the Slaughterhouse in the event that any Reactor needs to be milked prior to slaughter to ensure continued compliance with EC) No 1/2005, Annex I, Chapter 1 paragraph 6, as described in sections 12.1 and 12.2 above.
- 12.9. A person who is fully competent to perform all milking procedures must also be present to carry out any required milking.
- 12.10. Routine maintenance must be carried out to make sure that the milking equipment is in proper working order and records of these checks kept.
- 12.11. A record, to include the following, must be kept of all milking of animals submitted by the Authority for one (1) year:
- a) Reason milking required, e.g., animal arrived with overstocked udder, to avoid overstocking of the udder if slaughter is delayed giving reasons for delay, length of interval since last milking etc.;
 - b) Time of milking;
 - c) Person carrying out the milking; and
 - d) Disposal route of waste milk.

With Respect to Beef

- 12.12. Beef cattle must not be milked unless agreed by the OV. Animals must be slaughtered without delay to avoid overstocking of the udder.
- 12.13. If the udder is likely to become overstocked, and it is not possible to slaughter the animal promptly on the slaughter line, the OV must be informed to assess welfare implications of delayed killing and if appropriate the animal must be slaughtered in the lairage and the carcass salvaged wherever possible.

With Respect to Ovine and Caprine

- 12.14. If the udder is likely to become overstocked, and it is not possible to slaughter the animal promptly on the slaughter line, it must either be milked or slaughtered in the lairage, and the carcass salvaged wherever possible. The Contractor is not expected to provide specialised milking equipment for these species however a competent person must carry out any milking that is required.

13. HUMANE SLAUGHTER AND DISPOSAL OF REACTORS – Applicable to Lots 1 and 2

- 13.1. In order to provide slaughterhouse services on the Framework, the Contractor must have the provision of a suitable location for the humane slaughter of animals, approved by either the FSA or FSS for all species for which the Contractor is tendering.
- 13.2. As part of this Framework Agreement, the Contractor, and any Sub-Contractor operated, Slaughterhouses will need to already have, or be able to gain, TB approval from the FSA or FSS. A Contractor may be appointed to this Framework Agreement without TB approval on the proviso said Contractor commits to obtaining FSA or FSS TB approval within a timeline agreed with Defra.
- 13.3. If a Contractor does not secure the required FSA or FSS TB approval within the agreed timeline mentioned in section 13.2 above, Defra will consider such action to be a material breach of this Framework Agreement. Amongst other remedies available to Defra, failure to secure FSA or FSS TB approval in the agreed timelines may result in the termination of this

Framework Agreement with the offending Contractor.

13.4. In cases where the Contractor does not hold the required TB approvals from the FSA or FSS, Defra, would advise the Contractor to hold discussions with the FSA or FSS while considering this tender.

13.5. Unless it is an emergency slaughter or health and safety prevents it, all animals should be stunned before slaughter.

14. CARCASE TRIMMING STANDARDS AND VALUATIONS – Applicable to Lots 1 and 2

14.1. All animals will be subject to the Slaughterhouse's chosen dressing specification, which, as a minimum, must meet one of the following specifications. The requirements of each of the below specifications are defined by the Beef Carcase Classification (“**BCC**”) scheme. Further information on the BCC can be found here: : Beef Carcase Classification Scheme - Guidance on dressing specifications and carcase classification (publishing.service.gov.uk):

14.1.1. the UK Standard Specification, in accordance with the requirements set out in Commission Delegated Regulation 2017/1182 as assimilated, and with reference to the Beef and Pig Carcase Classification Regulations (England 2010 and Wales 2011) as amended and The Beef and Pig Carcase Classification (Scotland) Regulations 2010; or

14.1.2. Standard Specification; or

14.1.3. EC Reference Specification.

14.2. The Specification used must be stated on the weight sheet for a particular carcase or group of carcasses derived from the animal.

14.3. Carcase grading valuations must be completed by an RPA Livestock and Meat Inspectorate licensed classifier. This can either be an independent evaluator or a trained and qualified member of staff from the Slaughterhouse.

15. LIVE ANIMAL TRANSPORT – Applicable to Lots 1 and 3

15.1. In order to provide live animal transport services on the framework the Contractor must have the relevant approvals as stated on the gov.uk website under 'Transporting animals in Great Britain'.

16. THE CONTRACTOR'S FEE, SALVAGE INCOME AND PRICE REVIEWS & BENCHMARKING– Applicable to All Lots

Contractor Fee & Salvage Income

16.1. The Contractor Fee paid by the Authority for service delivery under this Framework Agreement shall be firm fixed unless a Price Review is permitted in accordance with the sub-section entitled *price reviews & benchmarking* below.

16.2. Schedule 3 of the Framework Agreements sets out further provision pertaining to the Contractor Fees & Salvage Income payable.

Price Reviews & Benchmarking

16.3. As described in this Schedule 3 of the Framework Agreements Defra and the Contractor will carry out an annual Price Review to agree a Contractor Fee. Any proposed change the price review must be supported by evidence from the Contractor.

- 16.4. In any case, the Contractor's Fee must not increase by more than the Office for National Statistics defined Consumer Price Index ("CPI").
- 16.5. Defra may undertake benchmarking of the Contractor's Fee for any reason and at any time, but not more than once in any one-year period. For example, Defra may undertake benchmarking if Defra believes the Contractor is charging a Fee which is higher than prevailing market rate.
- 16.6. Any benchmarking process will follow the process set out in Appendix C: Benchmarking of this Specification (which is contained with Schedule 2 Part 2 of this Framework Agreement).
- 17. SLAUGHTERHOUSE LOCATION, AVAILABLE CAPACITY, ORDERING PROCESS & ORDER ACCEPTANCE COMMITMENT - Applicable to Lots 1 and 2**
- 17.1. The Contractor will supply details of the location of the Slaughterhouse facility / facilities that they intend to use to process animals for slaughter, salvage and disposal in order to deliver the services required by this Specification. The proposed Slaughterhouse(s) must be approved to operate as a Slaughterhouse by the FSA / FSS.
- 17.2. An Authority will award an Order for the collection of a Reactor from a Notified Premises, for transportation to a Slaughterhouse, slaughter, salvage and disposal in accordance with all relevant legislation, policy and service standards referenced in this Specification.
- 17.3. The Contractor is responsible for all necessary labour and equipment, including lairage as necessary, to facilitate the collection, haulage, penning of livestock, on-site supervision, slaughter, salvage and disposal as required to ensure the Services are executed in a safe and efficient manner, and as further described in the Other Service Standards section below.
- 17.4. The Contractor must submit, as part of the tender response, the Guaranteed Available Capacity that could be guaranteed to the Authority on each Working Day. This information will be detailed in Schedule 13 (Framework Providers Tender Response) of the Framework Agreement.
- 17.5. The Contractor must be available to take animals when required and must accept the award of each Order, up to the Guaranteed Available Capacity of their Slaughterhouse provided that the Authority has provided a minimum of two (2) Working Days' notice at the point in which a Order is awarded.
- 17.6. Two (2) Working Days' notice shall be taken to mean:
- 17.6.1. Any Order awarded to a Contractor up to 10:00 hrs on a Monday for the Contractor to collect from a Notified Premises on a Wednesday.
 - 17.6.2. Any Order awarded to a Contractor up to 10:00 hrs on a Tuesday for the Contractor to collect from a Notified Premises on a Thursday.
 - 17.6.3. Any Order awarded to a Contractor up to 10:00 hrs on a Wednesday for the Contractor to collect from a Notified Premises on a Friday.
 - 17.6.4. Any Order awarded to a Contractor up to 10:00 hrs on a Thursday for the Contractor to collect from a Notified Premises on a Monday.
 - 17.6.5. Any Order awarded sent to a Contractor up to 10:00 hrs on a Friday for the Contractor to collect from a Notified Premises on a Tuesday.
- 17.7. The two (2) Working Days' notice periods described in section 17.6 above are intended as a

minimum notice period that the Authority can provide. Where possible, the Authority will provide a greater period of notice, and in all cases the Contractor is required to collect and slaughter the animals from the Notified Premises before the ten (10) Working Day target slaughter period ends, as specified by the Authority within the Order Form.

17.8. The Contractor may only refuse an Order in the following circumstances:

- 17.8.1. The Contractor does not have sufficient Guaranteed Available Capacity to fulfil the entire Order.
- 17.8.2. The Authority has not provided a minimum of two (2) Working Days' notice when the Order is awarded.
- 17.8.3. For reasons of Force Majeure.
- 17.8.4. In Exceptional Circumstances, at the sole discretion of the Authority.

17.9. Following receipt of an Order, the Contractor shall:

- 17.9.1. Accept each Order in chronological order as awarded by Authority's, as referenced by the chronological and unique reference number provided on the Order Form, or in sequence of the date and time of receipt of each Order Form, whichever is appropriate; or
- 17.9.2. notify the Authority in writing, within one (1) Working Day, that it accepts the Order for Services by completing and returning a Order Form to the Authority; or
- 17.9.3. notify the Authority in writing that it declines to accept the Order for Services and specify the reason(s) for the decision as per paragraph 17.8 above no later than one (1) Working Day from date of receipt of the award of the Order.

18. SELECTION METHODOLOGY – Applicable to All Lots

Note: Appendix D Selection Methodology Process Flow provides a visual representation and summary of how Orders will be awarded under this Framework Agreement. There is no additional information in Appendix D above what is set out in this section 18 of the Specification.

All Lots: General Requirements

- 18.1. An Authority will award Orders using the following Selection Methodologies for each Lot as set out in this section 18.
- 18.2. With regards to lot 1, an Authority will not pay any fee for the “**Empty Load**”. An Authority will only pay a Contractor a Fee once animals have been loaded for transport.
- 18.3. An “**Empty Load**” describes the circumstance where a transport vehicle does not have any animals onboard. An Empty Load will occur when a vehicle is traveling from a Contractor's Transport Depot to a CPH *and* from a Slaughterhouse back to a Transport Depot once the animals have been delivered.

All Lots: Execution of Order Forms

- 18.4. Once an Order has been awarded in accordance with the methodology set out below, an Order Form will be issued by an Authority to the Contractor. As set out on the Order Form, the Parties will not sign the Order Form. Instead, the offer is accepted, and a Call-Off Contract is created at the point in which the Contractor completes and returns the Order Form to the Authority.

Lot 1 **AND** Lot 2: Lot 1: The Collection, Slaughter, Salvage and Disposal of Farmed Livestock for TB Control Purposes in England and Wales **AND** Lot 2 – Slaughter, salvage and disposal in Scotland Only

- 18.5. For all Call Off Contracts awarded under lot 1 or lot 2, the Authority will identify the Notified Premises and its corresponding County Parish Holding (“CPH”) number. The Authority will also identify the Slaughterhouses approved for the relevant CPH.
- 18.6. Distances required to award an Order will be taken from the centre point of the relevant CPH and the location of each Slaughterhouse. Distance will be determined by the shortest distance possible for the type of vehicle likely to be used for the collection of the animals. The Authority reserves the right to vary the route planning tool it uses to determine distances from time to time as it sees fit.

Lot 1 **AND** Lot 2: Priority Reactors

- 18.7. Any proposed Order under lot 1 or lot 2, which contains Priority Reactors, as defined by section 8.3 above, that have not been identified for on-farm slaughter will be awarded to the Contractor whose Slaughterhouse is nearest and has available capacity. In cases where the Contractor whose Slaughterhouse is nearest is not available or are permitted to reject the Order, per the criteria set out in section 17.8 above (for example because the Contractor does not have sufficient Guaranteed Available Capacity), the Authority will then seek to award an Order to the next nearest Slaughterhouse. This process of going to the next nearest Slaughterhouse will be repeated until an available Slaughterhouse is confirmed and an Order awarded.

Lot 1 **AND** Lot 2: The Slaughterhouse Radius Principle & Calculation

- 18.8. For any proposed Order under lot 1 or lot 2, which does not contain Priority Reactors, the following processes will be followed to award an Order. In order to apply the next aspects of the Selection Methodology, the concept of the “**Slaughterhouse Radius**” is applied.
- 18.9. Upon award of the Framework Agreement Defra will determine the Slaughterhouse Radius for each Slaughterhouse in the following way:
- 18.9.1. A 30-mile radius (as the crow flies) will be mapped from the centre of each Slaughterhouse. If there is no overlap with the radius of any other Slaughterhouse, this radius becomes the Slaughterhouse Radius for that Slaughterhouse.
- 18.9.2. In the event of any overlap, the Order will be allocated to the Contractor whose Slaughterhouse offers the Authority the Best Overall Return in the overlapping radii; the methodology for calculating Best Overall Return is set out in section 18.13 below.

Lot 1 **AND** Lot 2: Award Methodology when the CPH is within a Slaughterhouse Radius

- 18.10. For any proposed Order under lot 1 or lot 2, where the CPH is solely within the Slaughterhouse Radius of a given Slaughterhouse, an Order will be awarded to that Contractor. In cases where the Contractor is permitted to reject the Order per the criteria set out in section 17.8, the Order will be awarded via the process set out in section 18.12 below.

Lot 1 **AND** Lot 2: Award Methodology when the Distance between CPH & the Nearest Slaughterhouse is more than 175 miles

- 18.11. Any proposed Order under lot 1 or lot 2, where the distance between the centre of the CPH and the nearest Slaughterhouse is over 175 miles, the Order will be awarded to the nearest available Slaughterhouse. If the nearest Slaughterhouse is permitted to reject the Order per

the criteria set out in section 17.8 above, the Authority will then seek to award an Order to the next nearest Slaughterhouse. This process of going to the next nearest Slaughterhouse will be repeated until an available Slaughterhouse is confirmed and an Order awarded.

Lot 1 AND Lot 2: Award Methodology in the following circumstance: (i) when the Distance between CPH & the Nearest Slaughterhouse is more than 30 miles but less than 175 miles; or (ii) when the Order is within a given Slaughterhouse Radius, but the Order has been Rejected; or (iii) in areas of overlapping Slaughterhouse Radii

18.12. For proposed Orders under lot 1 or lot 2, that do not contain Priority Reactors or the CPH is not covered by sections 18.10 or 18.11 (i.e. the CPH is more than 30 miles but less than 175 miles from the nearest Slaughterhouse or the CPH is within a given Slaughterhouse Radius but the Contractor has no available capacity or has rejected the Order), the Order will be allocated to the Contractor whose Slaughterhouse offers the Authority the Best Overall Return to the Authority; the methodology for calculating Best Overall Return is set out in section 18.13 below. In cases where the Contractor whose Slaughterhouse offers the Best Overall Return has no available capacity or is permitted to reject the Order per the criteria set out in section 17.8 above, the Authority will seek to award an Order to the Contractor offering the second-Best Overall Return. This process of moving the next Best Overall Return will be repeated until an Order is awarded.

18.13. The process for calculating Best Overall Return will be based on the relevant Contractor Fees and calculated using the below information. The formulae for calculating the Best Overall Return shall be:

Best Overall Return (Loaded Mile Price + Slaughter Rate) – Expected Salvage Income.

The “**Loaded Mile Price**” means the Milage Rate multiplied by the distance in miles between the Slaughterhouse and the CPH where the animals are to be collected from.

The “**Mileage Rate**” means the Fee that is charged by the Contractor for each mile travelled once the animals have been loaded and is included in the Contractor’s Framework Provider Tender Response.

The “**Slaughter Rate**” means the Fee that is charged by the Contractor to slaughter an animal and is included in the Contractor’s Tender Response.

The “**Expected Salvage Income**” means: (i) the percentage of the Authority’s share of resulting Salvage Income; multiplied by (ii) the current deadweight price for the type of animal as calculated by the Agriculture and Horticulture Development Board (“**AHDB**”), section 16.7 provides details of the relevant AHDB data sets. *Expected Salvage Income = Authority’s Share of Salvage Income x Current Deadweight Price.*

Lot 1 and Lot 2: Cases when a Keeper may Appeal the Authority’s Award

18.14. Whilst Defra does not envisage that there will be a need for Keepers to appeal the award of an Order, Defra has put in place an appeals process to deal with any cases that may occur from time to time on a case by case basis. This process will be as follows:

18.14.1. the Keeper who wishes to appeal must raise their concerns in writing to the Authority with the Reactor Removal Team organising the removal of the animals, giving details about their concerns and why their appeal should be considered; then

18.14.2. the Reactor Removal Team will then forward their appeal to the Veterinary Lead

for the area where the Notified Premises is located, who will ask the Contract Management Team to form an Appeal Panel to consider this appeal as a matter of urgency. The Appeal Panel will consist of the Veterinary Lead (chair), a member of the Contract Management Team and a Slaughterhouse Liaison Officer; then

- 18.14.3. once the appeal has been considered the Veterinary Lead will contact the Keeper in writing and let them know the outcome. The Veterinary Lead will also let the Reactor Removal Team know the outcome, who will in turn notify the selected Contractor of the decision and any required changes to the Order; then
- 18.14.4. a log of the appeal will be made to ensure consistency of approach; then
- 18.14.5. The Appeal Panel's decision shall be final.

Lot 3 – Live Animal Transport

18.15. For all lot 3 Orders the Authority will seek to award Orders on a direct award basis. The Authority will award a Call Off Contract to the Contractor that offers the Lowest Overall Price. The formula for calculating the Lowest Overall Price is set out below:

Lowest Overall Price= Unloaded Price + Loaded Price

The “**Unloaded Price**” means the Milage Rate multiplied by the distance in miles between the Contractor's Transport Depo to the CPH and from the Slaughterhouse back to the Transport Depo.

The “**Loaded Price**” means the Milage Rate multiplied by the distance in miles between the CPH and the Slaughterhouse where the animals are to be collected from.

The “**Milage Rate**” means the applicable Fee that is charged by the Contractor for each mile travelled and is included in the Contractor's Tender Response.

18.16. In cases where the Contractor who offers the Lowest Overall Pirce to the Authority is permitted to reject the Order per the criteria set out in section 17.8 above, the Authority will then seek to award an Order to the Contractor who offers the second Lowest Overall Price. This process of going to the next Lowest Overall Price, will be repeated until an Order is awarded.

19. SUBCONTRACTING – Applicable to All Lots

- 19.1. If the Contractor proposes using Sub-Contractors to fulfil obligations under this Framework Agreement, the Contractor must only make use of Sub-Contractors that have been approved by Defra, in writing, and with whom they have a signed a written agreement with, on the same, or similar, terms as this Framework Agreement.
- 19.2. The Contractor must ensure that through the use of a Sub-Contractor, that the Contractor can continue to meet its obligations to Defra under this Framework Agreement and any Order awarded pursuant to this Framework Agreement.
- 19.3. Whilst section 19.2 requires Sub-Contractors to comply with all aspects of this Specification and Framework Agreement, Defra draws specific attention to the biosecurity and health and safety requirements set out in this specification. Failure of the Contactor to comply with section 19.2 or this 19.3 will constitute a material breach of the Framework Agreement.
- 19.4. Additionally, the Contractor shall ensure that its subcontracting arrangements contain:

- 19.4.1. robust and adequate systems for managing risk and include processes to facilitate the handling of complaints by any third parties; and
 - 19.4.2. an escalation process to the Authority which, in cases where the Contractor fails to adequately address a complaint raised by a Sub-Contractor, allows the Sub-Contractor to directly contact the Authority without fear or favour. The Contractor shall co-operate fully with the Authority, including all requests for further information, if the Authority is requested to hear a complaint by a Sub-Contractor.
- 19.5. The Contractor agrees that for any complaint which is brought to the Defra pursuant to section 19.4.2 above that the Authority shall, in its solo discretion, make the final decision in the matter.
- 19.6. The above conditions 19.1 -19.5 are imposed to ensure that the Contractor can ensure that their Sub-Contractors adhere to all the requirements of this Framework Agreement and that an acceptable level of service is maintained.

20. COMPENSATORY PAYMENTS FOR CANCELLED ORDERS – Applicable to Lots 1 and 2

- 20.1. If an Authority needs to cancel an Order within two (2) Working Days of the animals scheduled to be collected, then a compensatory payment will be considered by the Authority on a case-by-case basis, and upon a written request from the Contractor within five (5) Working Days of the date of cancellation, except in the case of force majeure.
- 20.2. Compensatory payments will be based on the following methodology:
- 20.2.1. Only reasonable costs that are incurred as a direct result of a cancelled Order in relation to the slaughter of animals will be claimable, where the Contractor can provide evidence to support any costs claimed. This may include, but not limited to, any administrative, overhead and staff costs that have still been experienced despite the cancellation of the Order.
 - 20.2.2. The Authority will consider a compensatory payment for loss of income by the Contractor associated with sale of salvage from the animals intended to be slaughtered. The Authority will only consider such claims supported by appropriate evidence and will only consider a payment of up to a maximum of 50% of demonstrated prospective income.
 - 20.2.3. No costs associated with the collection and haulage of the animals will be claimable as these costs will not have been incurred.
 - 20.2.4. No costs associated with any disposal of animals or animal parts will be claimable as these costs will not have been incurred.

21. DOCUMENTATION AND LIABILITY FOR THE REMOVAL OF THE INCORRECT ANIMAL – Applicable to All Lots

- 21.1. For Bovine species, the Contractor shall, before removing animals from the Notified Premises, ensure that the primary tag on the animal corresponds with the animal passport documentation required and any other applicable paperwork, for example the identification matches the details on the Order Form provided by APHA.
- 21.2. If a Contractor is responsible for the removal of an incorrect animal(s), then the Contractor is liable to pay the Keeper a fair market value for the animal that is removed in error. In such

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circumstances, the Contractor must agree a market value for the animal/s with the keeper. In circumstances where the Contractor removes the incorrect animal(s), the Contractor will not charge the Authority for the collection/slaughter of the incorrect animal, nor any additional fee, e.g., haulage costs, for the later collection/slaughter of the correct animal.

- 21.3. For the purpose of section 21.2 above, a Contractor is responsible for the removal of an incorrect animal(s), where the Contractor has failed to act in accordance with the requirement of this Specification or acted without due care. For example, if a Contractor does not check, or fails to check properly the ear tag of the animal and therefore removes the incorrect animal.
- 21.4. For non-bovine species, the Contractor shall, before removing animals from the Notified Premises, ensure that animals are correctly identified in accordance with the legislation relevant to the species and that identification is reflected in all relevant documentation that is accompanying the animal.
- 21.5. The Contractor shall ensure that all relevant documents travel with the person responsible for the haulage vehicle transporting the animals.
- 21.6. The Contractor must make such records available to the Authority at any reasonable time during and after travel and must not destroy any records without the prior written approval of the Authority.
- 21.7. The Contractor must keep records relating to the Services performed and of the receipt, storage, processing and dispatch of all correspondence resulting from their Framework Agreement for six (6) years after the termination of the Framework Agreement.
- 21.8. If broken/lost ID tags are found while washing out vehicles these must be immediately handed over to the Official Veterinarian (“**OV**”) at the Slaughterhouse.
- 21.9. The Contractor shall, as required by the Authority, electronically capture and supply data in respect of the Framework Agreement in a format and frequency specified by the Authority.
- 21.10. The Contractor must have the ability or obtain the ability by the commencement of the Framework Agreement, to record prescribed data for individual animals on a computer database. The database must enable all relevant data to be input, stored, retrieved and assembled for sending to the Authority or any other person as the Authority shall direct.
- 21.11. The format of the database and the delivery to the Authority must be by prescribed electronic means according to a frequency to be determined. The computer database may need to be accessed by the Authority or their agents.
- 21.12. The Contractor must warrant that all equipment to be used in connection with the proper administration, recording, auditing, monitoring and supervision of the performance of the services under the Framework Agreement has suitable back-up facilities.
- 21.13. If at any point throughout the duration of the Framework Agreement, and for six (6) years thereafter, a Contractor decides to use a different format that requires hardware or software that may render the existing records unreadable by the Authority or its agents, then the Authority or its agents must have a right to inspect all the records pertaining to that Contractor’s Framework Agreement prior to the change of format being adopted by the Contractor.
- 21.14. The records referred to in section 21.7 above must include:
 - 21.14.1. The date and time of notification from the Authority of a request for animal collection and the location of the animals.

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- 21.14.2. The total number of animals collected and slaughtered, with breakdown by animal individual identification (i.e., tag number) of carcase (classification) weights, and Salvage Value.
- 21.14.3. Details of carcasses disposed of without having a Salvage Value and the evidence for this e.g., carcase rejection notice from the OV.
- 21.14.4. Proof of compliance with all relevant current animal movement legislation which will cover, but is not limited to: welfare, transport, disease control, cleansing and the use of disinfection.
- 21.15. Records relating to all animals, including approvals, must be treated as confidential and the Contractor must not release them to any third party without the prior written consent of the Authority.
- 21.16. The Contractor must provide all information necessary to the Authority with verification of slaughter, condemnation, partial condemnation, weight and that charges and salvage returns payable to the Authority are in accordance with the Pricing Schedule.
- 21.17. The Contractor must advise the Authority if any animals notified for removal from Notified Premises are owned by directors, partners or staff of the Contractor, or their family members.
- 21.18. The Contractor must provide details to Defra of their Food Standards Agency (“FSA”) / Food Standards Scotland (“FSS”) audit result if requested, as well as any audit results conducted by the Rural Payments Agency (“RPA”) or Local Authority (“LA”).
- 21.19. If the Contractor receive an overall FSA/FSS audit result of ‘Improvement Necessary’, or below, then the Contractor must inform Defra immediately.

22. EQUIPMENT AND SUPPLIES – Applicable to All Lots

- 22.1. The Contractor must have satisfied themselves with regards the nature and extent of the Services and the equipment necessary for the performance of the Services prior to entering this Framework Agreement. Each Contractor confirms that it will enter into a Framework Agreement based on their own viability assessment relating to, without limitation, the performance of the Services.
- 22.2. The Contractor must provide all the equipment and facilities necessary for the provision of the Services. This will include the provision of facilities to meet all business and legislative requirements in animal transport, slaughter, carcase preparation, post-mortem sampling and waste disposal and the payment of the Salvage Value, for the applicable lot.
- 22.3. The Contractor must maintain all items of equipment in good and serviceable condition at the Contractor’s own expense, and it must be fit for purpose and adequate for the size, age, welfare and species of the animal.
- 22.4. The Contractor shall be solely responsible for any loss or damage to equipment. The Authority will not have any liability for any loss or damage to any equipment, unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the Authority.

23. TIMESCALES – Applicable to All Lots

- 23.1. Under Defra’s current performance targets for disease control purposes, animals identified as Reactors/IRs/DCs are required to be removed from the Notified Premises and slaughtered within ten (10) Working Days of the TB test result. The Authority will, within the ten (10)

Working Day target period, stipulate the date by which the Contractor will be required to have removed the animals from the Notified Premises to the Slaughterhouse and slaughtered them, and will always attempt to provide at least two (2) Working Days' notice of the required slaughter date to the Contractor, as defined in section 17.6 above.

- 23.2. The Contractor must contact the Keeper and arrange for the collection of the animals contained within the Order. This must be within the ten (10) Working Day target slaughter period. In exceptional circumstances where the Authority has not been able to send through the Order within the ten (10) Working Day target slaughter period, the Authority will state the latest removal and slaughter date that will apply to that Order.
- 23.3. The Contractor must notify the Authority of the intended day of collection from the Notified Premises.
- 23.4. If the Contractor subsequently needs to change the date of collection, the Contractor must first obtain agreement from the Keeper and then approval from the Authority before doing so.
- 23.5. If a Keeper presents any problems or difference of opinion that affects the removal of animals from the Notified Premises, the Authority must be notified immediately. The Authority expects the Contractor to undertake the removal of those animals indicated in the Order Form and any difference to this needs to be reported within the same Working Day, or at the earliest opportunity thereafter.
- 23.6. The Contractor must ensure that slaughter takes place with the minimum of delay following transportation of animals from the Notified Premises and in accordance with the kill date specified on the Order Form.
- 23.7. In cases where there are delays in valuing the animals to be collected, or any other reason at the discretion of the Authority, permission may be provided for animals to be collected outside of the ten (10) Working Day target slaughter period. This will be stated in the Order Form from the Authority.

24. SECURITY – Applicable to Lots 1 and 2

- 24.1. The Contractor must have in place robust security measures to prevent unauthorised removal, interference or illegal practice with any animals or carcasses.
- 24.2. The Contractor must ensure that the premises at which the animals are to be slaughtered, are secure at all times and appropriate to carry out the required services.
- 24.3. The Contractor must allow the Authority unrestricted access to any property, vehicles, persons and documentation in connection with the Services.

25. CYBER ESSENTIALS – Applicable to All Lots

- 25.1. The Contractor must have the Cyber Essentials certification or start working towards obtaining it within the first year of the Framework Agreement. Further details can be found on the gov.uk website; <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>.

26. SOCIAL VALUE - Applicable to All Lots

- 26.1. In June 2018, Government announced it would explicitly evaluate Social Value when awarding most major contracts. Following a public consultation, the Government has defined

Social Value through a series of priority themes and policy outcomes which are important to deliver through Government's commercial activities. Please visit <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources> for further information.

- 26.2. The Contractor shall seek to implement the Social Value commitments made in their Tender and report on their progress against these commitments to Defra on an annual basis as part of the Annual Review Meetings.
- 26.3. The priority themes and policy outcomes assessed as part of the Tender for this Framework are as follows:
- 26.3.1. Influencing Environmental Protection and Improvement: The Contractor shall identify opportunities to improve the environment in relation to Greenhouse gases, Waste and Water.
 - 26.3.2. Supporting Health and Wellbeing in the Workforce: The Contractor shall identify opportunities to improve health and wellbeing in their workforce.

27. PERFORMANCE MANAGEMENT - Applicable to All Lots

- 27.1. Performance Management of the Services delivered further to this Framework Agreement, and Order awarded, will be as detailed in Appendix A to this Specification, The Performance Management Framework.

28. GOVERNANCE - Applicable to All Lots

- 28.1. The Governance of this Framework Agreement and each Order will be as defined in Appendix B to this Specification, Governance and Contract Management.

29. WELSH LANGUAGE STANDARDS - Applicable to All Lots

- 29.1. The Welsh Government is committed to the principle of treating the Welsh and English Languages on a basis of equality. The Welsh Language (Wales) Measure 2011 (the "**Measure**") makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 1) Regulations 2015. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.
- 29.2. The Welsh Language Commissioner has issued a compliance notice on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers. A copy of the latest version of the compliance notice is available at: <https://www.welshlanguagecommissioner.wales/your-rights/language-duties/welsh-language-standards>.
- 29.3. The Contractor appointed to deliver Services under this Framework may be providing the services on behalf of the Welsh Ministers and must therefore comply with the relevant Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.
- 29.4. The Service Delivery Standards which currently apply to the Services are listed below. Defra will notify the Contractor(s) of any changes to the Service Delivery Standards with which the Services must comply.
- 29.5. The Contractor(s) will be required to report against compliance with the standards in the same

way as for other duties and requirements under the Contract.

- 29.6. The relevant standards in relation to the Framework are: 1,2,3,4,5,6,7,8,9,10,12,13,14,15,16,17,18,20,21,22,24,24a,26,26a,27,27a,27d,29,29a,30,31,32,33,34,35,36,37,38,40,47,48,49,50,50a,50b,51,52,55,56,57,58,59,60,61,62,63,64,67,68,69,70,71,72,72a,74,75,76,77,77a,79,80,81,82,83,85,87.
- 29.7. Any communications or marketing services provided as part of this Framework must be provided in accordance with the Welsh Government's Guidance on the Use of the Welsh Language in Welsh Government communication and marketing work.

Annex 1 To Specification of Requirements Emergency Situations – Applicable to All Lots

1. The Contractor must complete the attached Contingency Plan template to ensure that a consistent approach is adopted across the Framework Agreement, which will be reviewed at the commencement of the Framework Agreement and annually thereafter.
2. The Contingency Plan identifies the range of risks that may affect the delivery of Services, including collection, transportation, slaughter and disposal and animals and carcasses as appropriate, including out of hours situations.
3. It is expected that the Contractor will supplement Defra's Reactor Removal Framework – Contingency Plan with their own slaughterhouse specific plan.
4. Details of contingency arrangements with regards to unforeseen incidents affecting the transportation of animals, for example but not limited to vehicle breakdown, severe traffic delays and road traffic accidents shall be included in Defra's Common Contingency Plan. Contingency arrangements for dealing with injured, sick and dead animals in transit will also be included.
5. Animals should not be unloaded at any other location other than the intended Slaughterhouse, unless prior authorisation has been provided by the Authority, unless in extreme circumstances. If animals are unloaded for any reason at any other location, then the Authority must be notified **immediately**, including outside of normal working hours via the Out of Hours APHA contact number. Details are provided via the following link: [Contact APHA - GOV.UK \(www.gov.uk\)](https://www.gov.uk) Details of the location, times and reason for issue must be provided, as well as what mitigating actions have been taken. Every effort must be made to prevent contact with other livestock.
6. For lots 1 and 2 the Contractor must provide details of the lairage capacity to hold animals overnight, milking facilities and trained staff that can milk the animals as required.
7. Any animals entering the Slaughterhouse under a TB Order need to be processed as agreed on the Order Form unless factors outside of the Contractor's control dictate otherwise. Any change or delay of slaughter needs to be reported immediately to the Authority.
8. Contingency Plans must be reviewed by the Contractor at least annually and following any issue that causes the plan to be enacted. Any amendments to a Contractor's Contingency Plan must be agreed with Defra following review.
9. Defra will review Defra's Common Contingency Plan in consultation the Contractor at least annually and following any issue that causes the plan to be enacted.

Reactor Removal Framework – Contingency Plan

CONTRACTOR NAME:	
CONTACT NUMBER:	
DATE & VERSION:	

Emergency Contact Details

CONTACT:	PHONE NUMBER:
Key Point of Contact <i>[List below any specialism contacts, e.g. transport, plant breakdown etc.]</i>	
Utility Service Contacts <i>Gas Electric</i> <i>Water</i>	
IT Services	
Welfare Incidents	
<i>Any others that are relevant</i>	

Haulage					
Event	Likelihood of event	Impact of event	Initial Actions by person discovering event	Mitigation / Contingency Actions by person responsible	Person responsible for mitigation actions
Food chain information not present / doesn't match animals or lists medications	[Rated Low, Medium, or High]	[Rated Low, Medium, or High]	Contact the abattoir, do not load until clarification has been provided.	If necessary and available, liaise with OV to discuss situation. Do not load if cannot comply with FCI requirements. If animals cannot be accepted for slaughter, contact APHA.	
Animal sick or infirm at loading			Do Not load, contact the abattoir to inform them of the situation.	Contact APHA to inform them of the situation.	
Animal presents signs that may indicate a Notifiable Disease e.g. excess salivation and visible vesicles in mouth and/or udder			Do Not load, contact the abattoir to inform them of the situation	Contact APHA to inform them of the situation	
Prior to loading the animal appears as though it may calve imminently e.g. heavily in calf with udder development			Do Not load, contact the abattoir to inform them of the situation.	Contact APHA to inform them of the situation.	
Prior to loading a lactating dairy female has not been milked within the past 10 hours or will require milking prior to arrival at the slaughterhouse			Do Not load, contact the abattoir to inform them of the situation.	Contact APHA to inform them of the situation.	

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<p>Prior to loading, the animals are identified as being too dirty.</p>			<p>Do Not load, contact the abattoir to inform them of the situation.</p>	<p>Contact APHA to inform them of the situation.</p>	
<p>Prior to loading Cattle identification discrepancies have been found. e.g. identification is missing from the animal or DNA tag differs to that on the list</p>			<p>Do Not load, contact the abattoir to inform them of the situation.</p>	<p>Contact APHA to inform them of the situation.</p>	
<p>Animal escape during transit, e.g. at multi pickup</p>			<p>Inform the person responsible at the premises where the animal has escaped. Contact the abattoir to inform them of the situation. At the premises, every effort must be made to contain the escaped animals where it is safe to do so and to minimise their contact with other cattle and livestock. The animals must be reloaded if possible.</p>	<p>Where known details of any part of the premises that was accessed by the escapee/s including any contact with other cattle or other livestock must be provided to APHA. This must also include the time of escape and the time of reloading if applicable. Contact APHA to inform them of the situation as soon as possible although this should not delay any action required to contain the escaped animals. Additional Cleansing and Disinfection at the premises may be required. APHA will advise of further actions required.</p>	
<p>Traffic/Delays</p>			<p>Contact the abattoir when safe and legal to do so and inform them of the situation. If applicable notify</p>	<p>Abattoir to contact farms awaiting collection, if applicable, to inform them of delay. It may be necessary to identify an alternative facility to arrange for</p>	

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			police to seek alternative route explaining animal welfare urgency.	slaughter, if transport to the contracted abattoir is not possible within the welfare requirements.	
Extreme Weather Conditions, e.g. Heat / Flash flooding			<p>If Extreme Weather is forecast assess whether journey should take place.</p> <p>If journey is in progress, the Driver to assess the weather conditions and journey time remaining. If possible, improve conditions on the vehicle for dealing with the weather, e.g. ventilation.</p> <p>Any concerns to be reported back to the abattoir for further advice.</p>	<p>If animals not in transit, rearrange for another time.</p> <p>If in progress to assess details provided by the driver and provide advice on next steps.</p> <p>It may be necessary to identify an alternative facility to arrange for slaughter, if transport to the contracted abattoir is not possible within the welfare requirements.</p>	
Vehicle Breakdown			<p>Make sure the vehicle is in as safe a position as possible.</p> <p>Contact the abattoir to inform them of the situation.</p>	<p>To assess details and likely length of delay. Assess whether can be fixed on the roadside or if another vehicle is needed to collect animals.</p> <p>Inform APHA if the animals need to be transferred between vehicles.</p>	
Vehicle Involved in Road Accident			<p>Make sure the vehicle is in as safe a position as possible.</p> <p>Contact the abattoir to inform them of the situation.</p>	<p>To assess details and likely length of delay. Assess whether can be fixed on the roadside or if another vehicle is needed to collect animals.</p> <p>Inform APHA if the animals need to be transferred between vehicles</p>	

Animal becomes ill or injured in Transit			<p>When the driver becomes aware of a sick or injured animal during transit they will attempt to help the animal if it is safe to do so.</p> <p>The driver will inform the abattoir of the situation</p> <p>Driver must not proceed until an assessment has been made of the situation.</p>	<p>Possible Outcomes:</p> <ul style="list-style-type: none"> • Continue to location. Driver to proceed to the abattoir by the shortest route, not picking up any further reactors if scheduled to do so. • Additional vehicle may be required to transport other cattle in lorry • Call Vet • Emergency Slaughter <p>If it is considered necessary to unload any cattle prior to reaching the abattoir, APHA must be consulted prior to unloading other than in exceptional circumstances.</p> <p>APHA must be notified in all instances.</p>	
Animal dead in Transit			<p>Driver must not proceed until an assessment has been made of the situation.</p> <p>The driver will inform the abattoir of the situation.</p>	<p>APHA must be contacted immediately, including out of hours.</p> <p>Possible Outcomes:</p> <ul style="list-style-type: none"> • Anthrax investigation may be required prior to continuing the journey. • Continue to location. Driver to proceed to the abattoir by the shortest route, not picking up any further reactors if scheduled to do so. • Additional vehicle may be 	

				<p>required to transport other cattle in lorry</p> <ul style="list-style-type: none"> • Unloading of carcase and removal to local Knackers. <p>If it is considered necessary to unload any cattle prior to reaching the abattoir, APHA must be consulted prior to unloading other than in exceptional circumstances.</p> <p>APHA must be notified in all instances</p>	
Incorrect Animal Collected from Keeper			Abattoir must contact APHA.	<p>APHA must be contacted.</p> <p>Decision regarding the incorrect animal will depend on where it is identified. The FSA OV will have responsibility for the fate of the animal.</p> <p>In exceptional circumstances APHA can licence an animal back to the premises of destination but this is rarely permitted. This must not be discussed with the owner of the animal – APHA will communicate with the owner if this is requested.</p>	

Slaughterhouse					
Event	Likelihood of event	Impact of event	Initial Actions by person discovering event	Mitigation / Contingency Actions by person responsible	Person responsible for mitigation actions
On arrival at the slaughterhouse a lactating dairy animal requires milking			<p>Inform the competent person responsible for milking cattle in the abattoir.</p> <p>FSA OV must be informed.</p>	<p>Animal must be milked if dairy or killed without delay by a competent person. Beef cattle must be killed without delay. Carcasses must be salvaged where possible but the welfare of the animals must not be compromised.</p> <p>Records of any milkings must be retained by the slaughterhouse</p> <p>APHA must be notified</p>	
On arrival at the slaughterhouse, the animals are identified as being too dirty to enter the food chain.			<p>Confirm whether the animals can be processed or not.</p>	<p>If the animals cannot be processed, APHA must be notified to confirm whether</p> <p>PME is required, and if so to arrange removal to knackers.</p>	
Animal becomes ill / injured in lairage			<p>FSA OV must be informed.</p>	<p>Possible Outcomes :</p> <ul style="list-style-type: none"> • Prompt slaughter and salvage of carcase • Immediate slaughter and carcase not fit for human consumption. • PME to be carried out if possible. <p>Contact APHA if carcase cannot be processed. If PME is required</p>	

				<p>collection by knackers may be required. APHA will confirm.</p> <ul style="list-style-type: none"> Any welfare concerns regarding the farm of origin must be reported to APHA at the earliest opportunity 	
Animal Escape			Notify Relevant authority in abattoir without delay	<p>Attempt to contain animal and slaughter as intended.</p> <p>If the animal escapes to the outside of the confines of the abattoir, APHA must be notified.</p>	
Unauthorised access to plant, e.g. Animal rights protests			FSA OV must be informed.	<p>Assess and identify any impact on operations.</p> <p>Liaise with APHA informing them of the situation</p>	
Disease Outbreaks				Liaise with APHA informing them of the situation	
Plant Breakdown (less than 2 Hours)				If due to the breakdown there is going to be a delay in slaughter, liaise with APHA to inform them of the situation.	
Plant Breakdown (More than 2 Hours)				If due to the breakdown there is going to be a delay in slaughter, liaise with APHA to inform them of the situation.	
Serious Breakdown of Equipment				Liaise with APHA informing them of the situation.	

Failure of IT Systems				Liaise with APHA informing them of the situation.	
Flood				Liaise with APHA informing them of the situation.	
Fire				Liaise with APHA informing them of the situation.	
Utility supply interruption (Gas, Electric, Water)				Liaise with APHA informing them of the situation.	
Biosecurity incident (e.g. Spills)				Liaise with APHA informing them of the situation.	

Appendix A - The Performance Management Framework (Including Key Performance Indicators)

1 Performance Management

- 1.1 As part of Defra's continuous drive to improve the performance of all Framework Agreements and contracts, this Performance Management Framework ("**PMF**") will be used to monitor, measure and control all aspects of the Contractor's performance of Framework and Order responsibilities.
- 1.2 The purpose of the PMF is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure. The Contractor is responsible for the performance of any Sub-Contractors.
- 1.3 Key Performance Indicators ("**KPIs**") are essential to align Contractor performance with the requirements of Defra and to do so in a fair and practical way. KPIs must be realistic, achievable, and set to indicate where the service is failing if they are not achieved. Without the additional use of service credits, failure to meet KPIs will strain the relationship as delivery falls short of agreed performance standards. Repeated failure to meet the KPIs may result in termination of this Framework Agreement with the Contractor.
- 1.4 The use of a service credit regime accompanied by a proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service. It is not about taking cost out of the service.
- 1.5 KPIs are set out at Table A below. The KPIs will be monitored on a monthly, quarterly and annual basis as appropriate to the service and will form part of the contract performance review.
- 1.6 Defra will be entitled to refine, vary or modify the KPIs, performance standards and service credits from time to time during the period of the Framework Agreement through a variation to be agreed with the Contractor using a Contract Change Note ("**CCN**").
- 1.7 Where a KPI has a percentage measure, the Contractor's performance will be rounded to the nearest whole number.
- 1.8 Defra will produce a monthly and quarterly Performance Management report, to be sent to the Contractor, detailing the Contractor's performance against KPIs.
- 1.9 The Contractor will maintain their own management reports, including an Issues Log, which will include detail on periodic checks to ensure quality.
- 1.10 Any performance issues highlighted in the monthly reports must be addressed by the Contractor, who will be required to provide an improvement plan to address all issues highlighted within a week of receipt of the report. Monthly performance management reports and KPI performance will be a key feature of Quarterly Contract Review meetings.
- 1.11 Where performance failure attributable to the Contractor is identified in the Performance Management report and relates to the KPIs then the service credit regime may apply, at the sole discretion of Defra.

2 **Service Credits**

- 2.1 The use of service credits is governed by the following principles:

- 2.2 Service credits sit within the wider service management approach being pursued by the Contractor and Defra. Use of service credits does not preclude any other remedy for failure of performance available to Defra under the terms and conditions of the Framework Agreement.
- 2.3 The service credit regime will be instigated on each occasion when there is a service failure (i.e. where a KPI is identified as having a 'Red status') within the performance monitoring period. Failure to meet a KPI may also give rise to a remediation plan.
- a. KPIs with a service credit rating of 0 will have no associated service credit.
 - b. KPIs with a service credit rating of 1 will have a service credit of 3% of the invoice amount for the monitoring period, applied for each KPI failure.
 - c. KPIs with a service credit rating of 2 will have a service credit of 5% of the invoice amount for the monitoring period, applied for each KPI failure.
 - d. The maximum annual service credit to be applied will be no more than 10% of the total annual value of Orders per Contractor.
- 2.4 The Contractor will provide Defra with the information listed in the Specification and such other supporting information as Defra may reasonably request in order to determine the proper application of any service credits due.
- 2.5 Service credits will be paid as a credit note to the next invoice.
- 2.6 The full, agreed service credit regime will operate from the start of the Framework Agreement until the end of the Framework Agreement. At the end of the first complete performance monitoring period, Defra and the Contractor will enter into good faith discussions to review the KPIs and assess their effectiveness. The KPIs may be adjusted to ensure that they are appropriate and achievable.

Table A. Key Performance Indicators

KPI	Lot/s	Description	Measure	KPI Target	Source(s)	Service Credit Rating
KPI 1 - Service Delivery	1	Animals to be collected from the Notified Premises and slaughtered by the specified date on the Order Form, or by the date exceptionally agreed with the Defra	Percentage of animals collected and slaughtered within agreed timescales	100%	APHA TB CMS Database	2
KPI 2 – Service Delivery	1	Correctly identified animals, as detailed on the Order Form, to be collected from the Notified Premises and transported to the relevant Slaughterhouse	All animals collected and transported to the relevant Slaughterhouse have been correctly identified	100%	FSA TB110 returns to APHA	2
KPI 3 – Service Delivery	1	Animals collected by the Contractor should be fit for human consumption, and not condemned as a result of being classed as a dirty animal, as per section 10 of the Specification of Requirements.	Percentage of animals condemned as not fit for human consumption as they are classified as dirty by the FSA OV	90%	FSA TB110 returns to APHA	1
KPI 4 – Invoicing	1, 2 & 3	All invoices for Orders completed and their accompanying salvage payments (where applicable for lots 1 and 2) are received by the Authority within 30 (thirty) calendar days of the completed week of slaughter and are accurate.	Percentage of accurate invoices and salvage payments, where applicable, received on time.	100%	APHA Finance Teams	1
KPI 5 - Service Delivery	2	Animals to be slaughtered by the specified date on the Order Form, or by the date exceptionally agreed with the Authority	Percentage of animals slaughtered within agreed timescales	100%	APHA TB CMS Database	2

KPI 6 – Service Delivery	3	Correctly identified animals, as detailed on the Order Form, to be collected from the Notified Premises and transported to the relevant Slaughterhouse	All animals collected and transported to the relevant Slaughterhouse have been correctly identified	100%	FSA TB110 returns to APHA	2
KPI 7 – Service Delivery	3	Animals collected by the Contractor should be fit for human consumption, and not condemned as a result of being classed as a dirty animal, as per section 10 of the Specification of Requirements.	Percentage of animals condemned as not fit for human consumption as they are classified as dirty by the FSA OV	90%	FSA TB110 returns to APHA	1

Appendix B To Specification of Requirements

GOVERNANCE AND CONTRACT MANAGEMENT

- 1 APHA will manage the Framework Agreement and Orders for Services resulting from this procurement on behalf of Defra. APHA will appoint a:
 - a. Senior Responsible Officer (“**SRO**”)
 - b. Slaughterhouse Liaison Officer (“**SLO**”)
 - c. Deputy SLO (“**DSLO**”)
 - d. Contract Manager (“**CM**”)
- 2 APHA will decide as appropriate for each Contractor whether the SLO or DSLO is the principal point of contact.
- 3 The Contractor will appoint a corresponding Service Manager (“**SM**”) and Deputy Service Manager (“**DSM**”).
- 4 Monthly and Quarterly meetings will be held with each Contractor, principally to review progress and operational delivery under the Framework Agreement, but also including key performance indicators (“**KPIs**”), invoicing, risks and issues. A Defra Group Commercial (“**DgC**”) representative, with responsibility for procurement on behalf of Defra, may be present at quarterly and annual review meetings.
- 5 The Contractor will submit an exception report to raise any issue requiring authorisation by APHA more immediately than the standard monthly reporting.
- 6 A strategic review meeting will be held annually. The meeting will review performance over the past year and look ahead to the next year, including strategic and financial issues. The risk, issues and actions register will be reviewed.
- 7 Issues which cannot be resolved by the SLO and SM (and/or their respective Deputies) through routine contact or in the monthly meetings will be referred to the CM who may either mediate a solution or raise the matter at the next Quarterly and/or Annual Review Meeting as appropriate, involving Defra as necessary.
- 8 Other ad hoc meetings may be held, at the discretion of APHA or Defra or at the request of the Contractor, throughout the life of the Framework Agreement to discuss specific issues.
- 9 The Contractor will be responsible for bearing their own costs in attending any meetings with Defra or APHA including any travel and subsistence costs incurred as a result of attendance at any meeting. Meetings may also be held by teleconference with the agreement of all parties.
- 10 Quarterly and Annual meetings will be held at the most mutually convenient location, usually face-to-face, but with teleconference facilities available.
- 11 Quarterly and Annual meetings will be minuted, with secretariat support and actions provided by APHA, with agreed dates for completion. The Contractor will maintain a joint register of risks, issues and actions.
- 12 The CM should ensure that all meeting minutes, risk registers and any other contract documentation is recorded against the Defra’s contract records.

- 13 Table B gives the purpose of each of these meetings with each Contractor, and the required attendees.

Table B. Framework Management Meeting Schedule

Meeting	Attendance	Content
<p>Specific Issues, ad hoc</p> <p><i>Face-to-face / Telecon</i></p>	<p>APHA: SLO (Chair) and/or DSLO Secretariat support Contractor: SM and/or DSM</p> <p>Any other APHA, Defra or Contractor staff needed to progress the issue.</p> <p>NB - The CM, Head of Contract Management or Deputy may alternatively Chair the meeting if facilitation is required.</p>	<ul style="list-style-type: none"> • Urgent issues • Specific technical or contractual issues requiring detailed discussion
<p>Quarterly Contract Review Meeting</p> <p><i>Usually face-to-face</i></p>	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and/or DSLO • CM • Reactor Removal Team representative • Head of Contract Management or Deputy (<i>if required</i>) • Secretariat support • DGC representative (<i>if required</i>) • SRO (<i>if required</i>) Contractor: • SM and/or DSM 	<ul style="list-style-type: none"> • Current and Outstanding Operational issues • Performance in previous quarter, including detailed review of KPIs • Risks and issues log • Review of Action Log • Specific service issues (including any escalated issues from Monthly Contract Review Meetings) • APHA Update • Any issues from Contractor

<p>Annual Review Meeting</p> <p>Face-to-face</p>	<p>APHA:</p> <ul style="list-style-type: none"> • SRO • SLO (Chair) and/or DSLO • CM • Reactor Removal Team representative • Head of Contract Management or Deputy (<i>if required</i>) • Secretariat support • DGC representative (<i>if required</i>) • Head of Service (<i>if required</i>) • Welsh Government representative (<i>optional</i>) • Scottish Government representative (<i>optional</i>) • Defra representative (<i>optional</i>) <p>Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM • Any other representative that the Contractor feels relevant from within their organisation 	<ul style="list-style-type: none"> • Annual Service Review against KPIs, including Service Credits • Risks and issues log • Review of Action Log • Specific service issues (including any escalated issues) • Service wide issues • Strategic Overview (including any policy updates) • Progress against the Social Value commitments proposed as part of the Contractor's Tender Response.
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Appendix C: Benchmarking

Definitions applicable to this Appendix

1. In this Appendix, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Service and Contractor's Fee carried out in accordance with this Contract to determine whether those Services represent Good Value;
"Benchmarked Service"	any Service included within the scope of a Benchmark Review pursuant to this Appendix;
"Comparable Rates"	the Charges for Comparable Services;
"Comparable Services"	Services that are identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Service exist in the market, the Contractor shall propose an approach for developing a comparable Service benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Services which consists of organisations which are either of similar size to the Contractor or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Contractor or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Services (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Services, are within the top 25% in terms of best value for money for the recipients of Comparable Services.

2. The Contractor acknowledges that the Defra wishes to ensure that the Services represent value for money to the taxpayer throughout the term of the Framework Agreement.
3. This Appendix sets out to ensure the Framework Agreement represents value for money throughout and that Defra may terminate the Framework Agreement by issuing a written notice to the Contractor if the Contractor refuses or fails to comply with its obligations as set out this Appendix, in which case the consequences of termination set out in clause 24 (Termination on Default) of the Framework Agreement shall apply.
4. Amounts payable under this Appendix shall not fall with the definition of a Fee.

How benchmarking works

5. Defra may, by written notice to the Contractor, require a Benchmark Review of any or all of the Services.
6. Defra shall not be entitled to request a Benchmark Review during intervals of less than twelve (12) Months after any previous Benchmark Review.

7. The purpose of a Benchmark Review will be to establish whether the Benchmarked Services are, individually and/or as a whole, Good Value.
8. The Services that are to be the Benchmarked Services will be identified by Defra in writing.
9. Upon its request for a Benchmark Review Defra shall nominate a benchmarker. The Contractor must approve the nomination within ten (10) Working Days unless the Contractor provides a reasonable explanation for rejecting the appointment. If the appointment is rejected, then Defra may propose an alternative benchmarker. If the Parties cannot agree to the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
10. The cost of a benchmarker shall be borne by Defra (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Services are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Contractor and the relevant portion shall be reimbursed by Defra.

Benchmarking Process

11. The benchmarker shall produce and send to Defra, for Approval, a draft plan for the Benchmark Review which must include:
 - a. proposed cost and timetable for the Benchmark Review;
 - b. a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - c. a description of how the benchmarker will scope and identify the Comparison Group.
12. The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
13. Defra must give notice in writing to the Contractor within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Contractor whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested, then the benchmarker must produce an amended draft plan and this paragraph shall apply to any amended draft plan.
14. Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
15. Once it has received the Approval of the draft plan, the benchmarker shall:
 - a. finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the benchmarker's professional judgment using:
 - i. information from other service providers to Defra;
 - ii. survey information;
 - iii. information from "in-house" providers to Defra to the extent that the benchmarker considers that they are valid comparators;
 - iv. market intelligence;

- v. the benchmarker's own data and experience;
 - vi. relevant published information; and
 - vii. pursuant to Paragraph 16 below, information from other contractors or purchasers on Comparable Rates;
 - b. by applying the adjustment factors listed in Paragraph 17 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - c. using the Equivalent Data, calculate the Upper Quartile; and
 - d. determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
16. The Contractor shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Contractor agrees to use its reasonable endeavours to obtain information from other contractors or purchasers on Comparable Rates.
17. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- a. the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - b. exchange rates;
 - c. any other factors reasonably identified by the Contractor, which, if not taken into consideration, could unfairly cause the Contractor pricing to appear non-competitive.

Benchmarking Report

18. For the purposes of this Appendix "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Appendix;
19. The benchmarker shall prepare a Benchmarking Report and deliver it to Defra, at the time specified in the plan Approved pursuant to Paragraph 13, setting out its findings. Those findings shall be required to:
- a. include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Services as a whole are, Good Value;
 - b. if any of the Benchmarked Services are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Services as a whole Good Value; and
 - c. include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Contractor has calculated whether or not the Benchmarked Services are, individually or as a whole, Good Value.
20. The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of Defra in accordance with clause 36 (variations to the framework agreement) of the Framework Agreement.

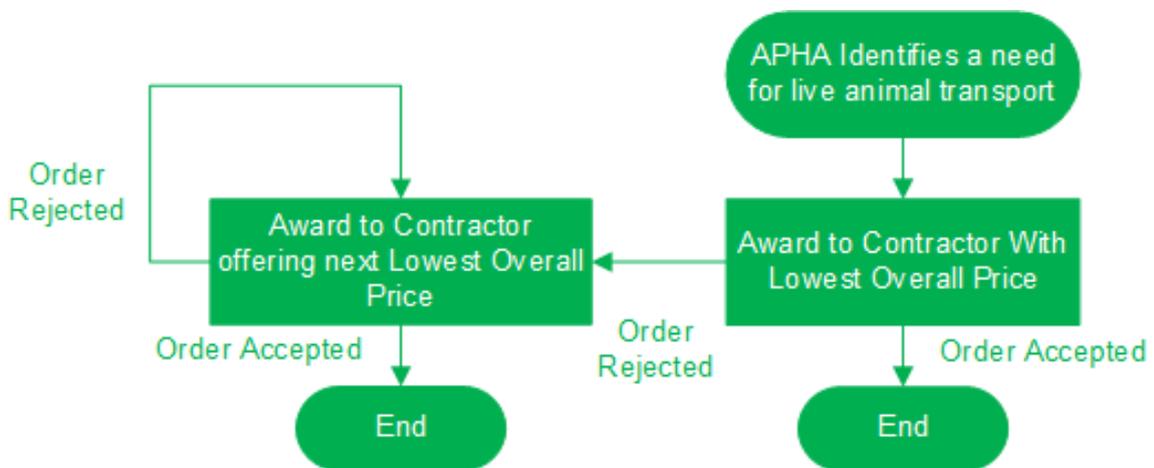
Appendix D Selection Methodology Process Flow

1. This Appendix D sets out the process for how Orders will be awarded under this Framework. There is no additional information above what is set out in the selection methodology section (section 18) in this Appendix D.
2. This Appendix D is included solely to provide a visual representation and summary of how Orders will be awarded under this Framework Agreement.

Lots 1 & 2: Selection Methodology

overleaf

Lot 3 Selection Methodology



Lots 1 & 2: Selection Methodology

