

Schedule 1 – Specification of Requirements

This Section sets out the Authority's requirements.

GLOSSARY

Unless the context otherwise requires, the following words and expressions used within this Specification of Requirement shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
“APHA”	means the Animal and Plant Health Agency, an Executive Agency of Defra. Management of contracts resulting from this procurement will be delegated to APHA.
“Authority”	means the Department for Environment, Food and Rural Affairs acting as part of the Crown.
“Authority's Authorised Representative”	means an authorised representative nominated by the Authority or Contracting Body or APHA.
“Available Capacity”	means the minimum capacity a Contractor is willing to guarantee to the Authority on each Working Day, provided that the Authority has supplied at least two (2) Working Days' notice of the Orders.
“Bovine”	means farmed livestock of the genus <i>Bos</i> species <i>taurus</i> (domestic cattle) identified by the Authority as requiring to be slaughtered for TB control purposes.
“Bravo”	means the e-Tendering system used by the Authority for conducting this procurement, which can be found at http://defra.bravosolution.co.uk
“Contract”	means the contract or call off contract (set out in Appendix B) to be entered into by the Authority and the Tenderers who are awarded a place on the Framework.
“Contractor”	means the successful Tenderer(s) who will be a party to the Framework Agreement responsible for supplying the Services.
“Contractor Fees”	means the total of the Haulage Rate, Slaughter Rate (and Disposal Rate where appropriate) for any given Order.
“DC”	means Direct Contact – An animal which it is considered has been exposed to Bovine Tuberculosis and it is proposed should be slaughtered.
“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.
“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.

“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).
“Defra”	means the Department for the Environment, Food and Rural Affairs.
“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.
“Framework”	means the agreement (set out in Appendix B) to be entered into by the Authority and the Tenderers who are awarded a place on the Framework.
“FSA/FSS OV”	means an authorised Official Veterinarian either directly employed or contracted by the Food Standards Agency (FSA) or Food Standards Scotland (FSS)
“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 Authority, its employees, agents or advisers in connection with the procurement.
“IR”	means Inconclusive Reactor - An animal which when subjected to the Tuberculin test gives rise to an inconclusive skin reaction.
“the ITT”	means this invitation to tender document and all related documents published by the Authority 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.
“Local Authority”	means an organisation that is officially responsible for all the public services and facilities in a particular area.
“Non-Bovine”	means any other animal not of the genus Bos Taurus identified by the Authority as requiring to be slaughtered for TB control
“Notified Premises”	means the premises where the specified animals are located.
“Orders”	means the TB161 form that is sent by the Authority to the Contractor to confirm the details of the Notified Premises and number of Reactors that require collection, transportation to the Contractor’s Slaughterhouse, slaughter, salvage and disposal.
“Pricing Schedule”	means the form accessed via Bravo in which Tenderers are required to submit their pricing information as part of a Tender.

“Priority Reactors”	means any Reactors that require special consideration, as defined in paragraph 3.19 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
“Regulations”	means the Public Contracts Regulations 2015.
“Response”	means the information submitted in response to the ITT via the online response forms on Bravo including the Tenderer’s formal Tender.
“Services”	means Services within Lots 1 – 6 as defined in Section 4, Specification of Requirements.
“Slaughterhouse”	means an FSA or FSS approved Slaughterhouse for the Slaughter of TB Reactors.
“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
“Specification of Requirements”	means the Authority’s requirements as set out in Section 4 of the ITT.
“TB”	means Bovine Tuberculosis caused by M bovis.
“Tender”	means the formal offer to provide the goods or services described in section 1.1 of Part 1 of the ITT and comprising the responses to the questions in Bravo and the Pricing Schedule.
“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.
“Working Day”	means any day other than a weekend or Bank Holiday in England, Scotland and Wales.
“Working Week”	means Monday to Friday, excluding Public Holidays.

References to a “Section”, “Annex” and to an “Appendix” are references to a section and to an appendix to this Specification.

Reference to a statute or statutory provision is 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.

1. BACKGROUND TO THE REQUIREMENT

- 1.1. 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 across Great Britain (GB). One of its principal functions is the safeguarding of animal health and welfare and public health, which in turn supports economic growth and trade.
- 1.2. 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 south west 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.

2. SCOPE OF THE REQUIREMENT

- 2.1. This Framework Agreement is for regional geographical Lots across England, Scotland and Wales for direct delivery of Services to manage the collection, slaughter, salvage and disposal of farmed livestock for TB control purposes.
- 2.2. This Framework agreement is divided into six (6) delivery areas as set out in Section 4 of this Specification of Requirements below.
- 2.3. The Authority will appoint one or multiple bidders to each Lot in accordance with the evaluation criteria, and as stated in Table 1 in Section 4 of this Specification of Requirements below. Where multiple Contractors are appointed to a single Lot, Orders will be allocated to Contractors in accordance with the Selection Methodology described in Section 4 of this Specification of Requirements below.
- 2.4. Contractors will, under the terms of the Framework Agreement with the Authority and any Call-Off Contract there under, provide all the Services as detailed in this Specification of Requirements.
- 2.5. There is no guarantee that the indicative volumes of work will be offered, and Contractors should expect volumes to fluctuate due to changes in disease prevalence and Government policy. Moreover, the Framework and any Call-Off Contracts do not give Contractors an exclusive right to carry out the Services and, in particular, the Authority reserves the right to slaughter animals on farm if there are overriding welfare or health & safety considerations which may conclude the animals are not fit to be transported.
- 2.6. Contractors will be required to comply with the Authority'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 Contract.

3. STANDARDS AND REGULATIONS

- 3.1. 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:

HEALTH AND SAFETY

- 3.2. The Contractor and all Sub-contractors are required to 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. Work must not be carried out in contravention of this legislation.
- 3.3. 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'.
- 3.4. 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.
- 3.5. The Contractor must follow the recommendations from the Health and Safety Executive - and any advice from the 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:
 - a) 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;
 - b) 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);
 - c) Control of the environment;
 - d) Health surveillance and BCG vaccination;
 - e) Cleaning and decontamination procedures (including adequate welfare facilities for basic employee hygiene).
 - f) Any other suitable controls required by FSA or their contracted OV
- 3.6. 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).
- 3.7. 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>
<https://llyw.cymru/bioddiogelwch-canllawiau>

[Biosecurity practices for animal health: guidance - gov.scot \(www.gov.scot\)](https://www.gov.scot/resource/doc/47007/0017624.pdf)
[https://www.gov.scot/resource/doc/47007/0017624.pdf \(webarchive.org.uk\)](https://www.gov.scot/resource/doc/47007/0017624.pdf)

TRAVEL ARRANGEMENTS AND BIOSECURITY

- 3.8. Transport must comply with all relevant legislation in force at the time of the Contract (as amended from time to time) including:
- a) The EU Welfare in Transport Regulation (EC) No 1/2005,
 - b) The Welfare of Animals (Transport) (England) Order 2006, and
 - c) The Welfare of Farmed Animals (Transport) (Wales) Order 2007.
 - d) The Welfare of Animals (Transport) (Scotland) Regulations 2006
- 3.9. 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.
- 3.10. Contractors 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 the Authority's approved disinfectant 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 the Authority's approved disinfectant can be found on the 'gov.uk' website under 'Controlling Disease in Farm Animals'.
- 3.11. Contractors 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).
- 3.12. Contractors must ensure that vehicles are clean at the start of the day before picking up any animals, to prevent the spread of any contamination.
- 3.13. Contractors must ensure in particular that surfaces liable to contamination through contact with infected animals and animal by-products are thoroughly cleansed and disinfected using the Authority's approved disinfectants at the required concentration for TB purposes before and after use.
- 3.14. Further information can be found on the gov.uk website, and by referring to;
- a) The Animal Health Act 1981,
 - b) The Diseases of Animals (Approved Disinfectants) (England) Order 2007,
 - c) The Diseases of Animals (Approved Disinfectants) (Scotland) Order 2008,

- d) The Diseases of Animals (Approved Disinfectants) (Wales) Order 2007,
- e) The Transport of Animals (Cleansing and Disinfectant) (England) (No. 3) Order 2003 (Article 8) as amended,
- f) The Transport of Animals (Cleansing and Disinfection) (Scotland) Regulations 2005, and:
- g) The Transport of Animals (Cleansing and Disinfectant) (Wales) (No. 3) Order 2003 (Article 8) as amended.

- 3.15. All vehicles must be cleaned and disinfected at the slaughterhouse following unloading, to prevent the spread of any contamination, again using the Authority's approved disinfectants at the required concentration for TB purposes.
- 3.16. Contractors 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 as and when required.

DISTANCES TO BE TRAVELLED

- 3.17. In order to comply with 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.
- 3.18. 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) EC/1/2005 is complied with. Contractors are legally obliged to carry out multi pick up using the lowest practical mileage.
- 3.19. 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:
 - a) Those in late gestation;
 - i. 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.
 - ii. No animal must be moved within the seven (7) days after giving birth.
 - iii. If cattle are within two (2) months but more than twenty-eight (28) days from the expected date of birth.
 - iv. The Contractor should 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.
 - v. 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.

- vi. If, during transit, a Contractor suspects that an animal is showing imminent signs of birth, this must be reported to the Authority and Official Veterinarian (OV) immediately if practical, or if not, within the same Working Day.
 - vii. The Authority reserves the right to investigate any such animals delivered to a Slaughterhouse in such a condition and invoke contractual remedies and may refer the investigation to the local authority.
- b) 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.
 - c) All animals under six (6) months of age.
 - d) Any animal considered more physiologically at risk, for example cattle that have had a caesarean or post calving complications.
 - e) If further investigation by APHA, a Local Authority or other Authority is required for any animal in addition to the standard PME 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 be only be authorised following discussion with and approval by the Senior Responsible Officer (SRO) or delegated individual in APHA.

DRUG RESIDUES

- 3.20. The Keeper will provide confirmation that the animals are free of drug residues, as evidenced by a review of the relevant medicines records as required.
- 3.21. The Contractor shall ensure that Food Chain Information (FCI) forms are checked for any indication that the animal may have drug residues.
- 3.22. The Contractor must refuse to collect animals where the FCI, or the farmer, provides evidence of drug residues and these animals should not be taken to a Slaughterhouse under any circumstances. This must be reported to the Authority, immediately if practical, if not then within the same working day
- 3.23. The Authority shall pay the Contractor any demonstrable and reasonable wasted transport costs incurred by the Contractor in relation to animals with drug residues.

DIRTY ANIMALS

- 3.24. 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”.

Further guidance can be found at:

<https://www.food.gov.uk/sites/default/files/media/document/cleanbeefsaf1007%20%281%29.pdf> and; [cleanbeefsaf1007.pdf \(foodstandards.gov.scot\)](#)

- 3.25. The Contractor can refuse to collect animals if, in consideration of the guidance referred to in 3.24 above, they are too dirty to be taken to a Slaughterhouse. Where possible and safe to do so take photographic evidence.
- 3.26. The Authority shall pay the Contractor any demonstrable and reasonable wasted transport costs incurred by the Contractor in relation to dirty animals.
- 3.27. 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. Any cleaning methods must be approved by the OV.
- 3.28. 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.

ANIMALS UNFIT TO TRAVEL

- 3.29. 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 AND BIOSECURITY” section above.
- 3.30. The Contractor is also 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 farmer on the stage of pregnancy).
- 3.31. 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.
- 3.32. 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.
- 3.33. 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.
- 3.34. If an animal was deemed fit to travel at the point of loading but an issue arises in transit then an investigation shall be initiated by the Authority or Local Authority to identify the cause(s) of the issue.
- 3.35. If the Contractor is found to be at fault then the Authority will not meet the transport costs.
- 3.36. 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.

LACTATING ANIMALS

a) Dairy

- 3.37. 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”.
- 3.38. For animals in peak lactation the milking interval must be reduced to ten (10) hours, as per 3.19 (b) above.
- 3.39. Processes must be in place to ensure that udders do not become overstocked at any point between collection from the Notified Premises and slaughter.
- 3.40. 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).
- 3.41. 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 take photographic evidence.
- 3.42. Any animals not collected due to the reasons stated in clause 3.41 above should be reported to the Authority immediately if practical, or if not, within the same Working Day.
- 3.43. 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 3.19 above.
- 3.44. 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 the clauses above.
- 3.45. A person who is fully competent to perform all milking procedures must also be present to carry out any required milking.
- 3.46. Routine maintenance must be carried out to make sure that the milking equipment is in proper working order and records of these checks kept.
- 3.47. 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;
 - d) disposal route of waste milk

b) Beef

- 3.48. Beef cattle should not be milked unless agreed by the OV. Animals must be slaughtered without delay to avoid overstocking of the udder.
- 3.49. If the udder is likely to become overstocked and it is not possible to slaughter the animal promptly on the slaughter line it must be slaughtered in the lairage and the carcass salvaged wherever possible.

c) Ovine and Caprine

- 3.50. 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. Contractors are not expected to provide specialised milking equipment for these species, however a competent person must carry out any milking that is required.

HUMANE SLAUGHTER AND DISPOSAL OF REACTORS

- 3.51. The provision of a suitable location for the humane slaughter of animals, approved by the Food Standards Agency (FSA) or Food Standards Scotland (FSS) for all species for which the Contractor is tendering.
- 3.52. As part of the Reactor Removal Framework, all Contractor and/or subcontracted slaughterhouses, will need to have already or else gain TB approval from the FSA. If this is not attained within a timescale agreed between the Contractor and the Authority upon contract award, then the Contractor or Sub-Contractor may be removed from the framework. It is advisable for Contractors to hold discussions with the FSA while considering this tender.

CARCASS TRIMMING STANDARDS AND VALUATIONS

- 3.53. All animals will be subject to the Slaughterhouse's chosen dressing specification, which, as a minimum, should be the UK Standard Specification in accordance with the requirements set out in Commission Delegated Regulation 2017/1182 as retained EU law, and with reference to the Beef and Pig Carcass Classification Regulations (England 2010 and Wales 2011) as amended and The Beef and Pig Carcass Classification (Scotland) Regulations 2010. Other permitted Specifications are Standard Specification and EC Reference Specification. The Specification used must be stated on the weight sheet for a particular carcass or group of carcasses derived from the animal.
- 3.54. Carcass 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.

4. TECHNICAL REQUIREMENTS

- 4.1. This Framework Agreement is for regional geographical Lots across England, Scotland and Wales for the delivery of Services to manage the collection, slaughter, salvage and disposal of farmed livestock for TB control purposes.
- 4.2. This Framework agreement is divided into six (6) regional Lots as set out in Table 1 below.
- 4.3. The Authority will appoint one or multiple Contractors to each Lot in accordance with the evaluation criteria, and as stated in Table 1 below. Where multiple Contractors are appointed to a single Lot, Orders will be allocated to Contractors in accordance with the Selection Methodology described below.

Table 1 – List of Lots, Geographical Coverage and Award Notes

LOT	GEOGRAPHICAL COVERAGE (by County)	AVERAGE NO. OF REACTORS / IRs / DCs PER ANNUM (averaged over the last 4 years)
Lot 1 - Wales	All Counties	13,321
Lot 2 – Northern England	Cleveland, Cheshire, Cumbria, Derbyshire, Durham, East Riding of Yorkshire, Greater Manchester, Lancashire, Lincolnshire, Merseyside, North Yorkshire, Nottinghamshire, Northumberland, Shropshire, South Yorkshire, Staffordshire, Tyne & Wear, West Yorkshire.	8,138
Lot 3 – South and Eastern England	Oxfordshire, Warwickshire, Northamptonshire, Leicestershire, Rutland, West Midlands, Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hampshire, Isle of Wight, Hertfordshire, Kent, Greater London, Norfolk, Suffolk, Surrey, East Sussex, West Sussex.	3,772
Lot 4 – Western England	Avon, Dorset, Gloucestershire, Herefordshire, Somerset, Wiltshire, Worcestershire.	9,408
Lot 5 – Devon and Cornwall	Cornwall, Devonshire, Isles of Scilly.	9,822
Lot 6 - Scotland	All Counties	262

- 4.4. Annex 2 to this Specification of Requirements contains a visual representation of each Lot described in Table 1 above, showing geographical coverage by county.

- 4.5. The demand for the Services will vary according to the degree of infection within herds in the areas covered by each Lot. The number of Orders received by a Contractor will also vary, depending upon how many Contractors are appointed to each Lot, the Available Capacity of other Slaughterhouses, and the application of the Selection Methodology. The latest data concerning animals affected by TB, which is indicative only, may be obtained from the [Gov.uk website under TB Statistics](#). Any figures available are given for guidance only and do not constitute a guarantee as to future demand or to a guarantee of work.

GENERAL REQUIREMENTS

- 4.6. Contractors will supply details of the location of the Slaughterhouse facility / facilities that they intend to transport animals to for slaughter, salvage and disposal in order to deliver the services required by this Specification. The proposed Slaughterhouse(s) must either:
- a) be located within the geographical Lot area (see Table 1 above and Annex 2 to this Specification of Requirements for further details);
 - b) or, if the proposed Slaughterhouse(s) is located outside of the geographical Lot area, the Contractor must be able to demonstrate that animals can be transported to the location in full compliance with paragraphs 3.17 – 3.19 inclusive, above, for the entire Lot area being tendered for, for Lots 1- 5 or within an identified range of coverage for Lot 6.
- 4.7. The Authority will issue an Order for the collection of Reactor animals 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.
- 4.8. 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.
- 4.9. Contractors should submit, as part of the tender response, the **Available Capacity** that could be guaranteed to the Authority on each Working Day. This information will be detailed in Schedule 1, Part 2 (Appendix 2) of the Framework Agreement (The Contractor's Tender) upon award of the Contract.
- 4.10. The Contractor must be available to take animals when required and must accept each Order, up to the Available Capacity of their Slaughterhouse provided that the Authority has provided a minimum of two (2) Working Days' notice with the Order.
- 4.11. Two (2) Working Days' notice shall be taken to mean:
- a) Any Order sent to a Contractor up to 10:00 hrs on a Monday for the Contractor to collect from a Notified Premises on a Wednesday;
 - b) Any Order sent to a Contractor up to 10:00 hrs on a Tuesday for the Contractor to collect from a Notified Premises on a Thursday;
 - c) Any Order sent to a Contractor up to 10:00 hrs on a Wednesday for the Contractor to collect from a Notified Premises on a Friday;
 - d) Any Order sent to a Contractor up to 10:00 hrs on a Thursday for the Contractor to

collect from a Notified Premises on a Monday;

- e) Any Order sent to a Contractor up to 10:00 hrs on a Friday for the Contractor to collect from a Notified Premises on a Tuesday.

4.12. The two (2) Working Days' notice periods described in paragraph 4.11 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 on the Order.

4.13. Contractors may only refuse an Order in the following circumstances:

- a) The Contractor does not have sufficient Available Capacity to fulfil the total Order;
- b) The Authority has not provided a minimum of two (2) Working Days' notice with the Order;
- c) For reasons of Force Majeure;
- d) In Exceptional Circumstances, at the sole discretion of the Authority.

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

- a) Accept Orders in chronological order as awarded by the Authority, as referenced by the chronological and unique reference number provided on the Order, or in sequence of the date and time of receipt of Orders, whichever is appropriate.
- b) Notify the Authority in writing, within one (1) Working Day, that it accepts the Order for Services by signing and returning the Order Form to the Authority, or;
- c) 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 4.13 above no later than one (1) Working Day from date of receipt of the Order.

4.15. In Lots where multiple Contractors are appointed, the Authority will allocate Orders using the following **Selection Methodology**:

- a) For all Orders, the Authority will identify the Notified Premises and its corresponding County Parish Holding (CPH) number. The Authority will also identify the Contractor's Slaughterhouses approved for the relevant geographical Lot in which the Notified Premises is located. Any distances required to allocate the Order will be taken from the centre point of the relevant CPH and the location of each Slaughterhouse, and determined by 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.
- b) Any Orders containing Priority Reactors that have not been identified for on-farm slaughter, as defined in paragraph 3.18 above, will be automatically allocated to the Contractor whose Slaughterhouse is nearest. In cases where the Contractor whose Slaughterhouse is nearest does not have sufficient Available Capacity to

accept the Order within the ten (10) Working Day target slaughter period, the Authority will allocate to the next nearest until an available Slaughterhouse is confirmed.

- c) Orders that do not contain Priority Reactors will be allocated to the Contractor whose Slaughterhouse offers the Authority the lowest **Contractor Fees** (total of Haulage Rate + Slaughter Rate) as defined below. In cases where the Contractor whose Slaughterhouse offers the lowest Contractor Fee does not have sufficient Available Capacity to accept the Order within the ten (10) Working Day target slaughter period, the Authority will allocate to the next lowest until an available Slaughterhouse is confirmed.
- d) In cases where none of the Slaughterhouses approved for the relevant geographical Lot have sufficient Available Capacity to accept the Order within the ten (10) Working Day target slaughter period, the Authority reserves the right to allocate the Order to a Contractor whose Slaughterhouse is approved for a neighbouring geographical Lot to ensure robust disease control measures are maintained.

4.16. Whilst the Authority does not envisage that there will be a need for Keepers to appeal concerning the Slaughterhouse that has been selected to take their animals, the Authority has put in place an appeals process to deal with any cases that may occur from time to time due to exceptional circumstances on a case by case basis. This process will be as follows:

- a) 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;
- b) 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;
- c) Once the appeal has been considered the Veterinary Lead will contact the Keeper 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;
- d) A log will be kept of all appeals to ensure consistency of approach;
- e) The Appeal Panel's decision shall be final.

4.17. Contractors 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.

4.18. The Contractor should notify the Authority of the intended day of collection from the Notified Premises.

- 4.19. 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

SUBCONTRACTING

- 4.20. If the Contractor proposes using Sub-Contractors to fulfil Orders received from the Authority, they shall only allocate to Sub-Contractors that have been approved by the Authority, in writing, and with whom they have a signed sub-contractual agreement on the same or similar terms as the Contract.
- 4.21. The Contractor must ensure that their Sub-Contractors adhere to all Service Requirements of this Framework.
- 4.22. The Contractor shall ensure that its subcontracting arrangements contain robust and adequate systems for managing risk and include processes to facilitate the handling of complaints by any third parties.
- 4.23. An escalation process to the Authority will allow any substantive complaint by a Sub-Contractor, end user or other Contractor to directly contact the Authority without fear or favour should any substantive complaint not be adequately dealt with by the Contractor.
- 4.24. 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, end user or other Contractor, and the Authority's decision shall be final.

OTHER SERVICE STANDARDS

COMPENSATORY PAYMENTS FOR CANCELLED ORDERS

- 4.25. If the 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 request from the Contractor within five (5) Working Days of the date of cancellation, except in the case of force majeure reasons.
- 4.26. Compensatory payments will be based on the following methodology.
- a) 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.
 - b) 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.
 - c) No costs associated with the collection and haulage of the animals will be claimable

as these costs will not have been incurred.

- d) No costs associated with any disposal of animals or animal parts will be claimable as these costs will not have been incurred.

DOCUMENTATION

- 4.27. For Bovine species, Contractors 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.
- 4.28. If a Contractor is liable for the removal of an incorrect animal(s), then the Contractor must agree a market value for the animal/s with the farmer. The Contractor will not charge the Authority any haulage costs for removing the 'correct' animal(s).
- 4.29. For non-bovine species, Contractors 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.
- 4.30. Contractors shall ensure that all relevant documents travel with the person responsible for the haulage vehicle transporting the animals.
- 4.31. Contractors 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.
- 4.32. Contractors must keep records relating to the Services performed and of the receipt, storage, processing and dispatch of all correspondence resulting from their Framework for six (6) years after the termination of the Framework.
- 4.33. 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.
- 4.34. Contractors shall, as required by the Authority, electronically capture and supply data in respect of the Framework in a format and frequency specified by the Authority.
- 4.35. Contractors must have the ability or obtain the ability by the commencement of the Framework, 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 dispatch to the Authority or any other person as the Authority shall direct.
- 4.36. The format of the database and the dispatch 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.
- 4.37. 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.
- 4.38. If at any point throughout the duration of the Framework, 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 prior to the change of format being adopted by the Contractor.

- 4.39. The records referred to in clause 4.32 above must include:
- a) The date and time of notification from the Authority of a request for animal collection and the location of the animals;
 - b) 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;
 - c) Details of carcasses disposed of without having a salvage value and the evidence for this e.g. carcase rejection notice from OV;
 - d) Proof of compliance with all relevant current animal movement legislation which will cover welfare, transport, disease control, cleansing and the use of disinfection.
- 4.40. Records relating to all animals, including approvals, must be treated as confidential and Contractors must not release them to any third party without the prior written consent of the Authority.
- 4.41. Contractors 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.
- 4.42. Contractors 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.
- 4.43. Contractors must provide details to the Authority 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).
- 4.44. If Contractors receive an overall FSA/FSS audit result of 'Improvement Necessary', or below, then they must inform the Authority immediately.

EQUIPMENT AND SUPPLIES

- 4.45. Contractors must be deemed to have satisfied themselves with regards the nature and extent of the Services and the equipment necessary for the performance of the Services, subject to all such matters being discoverable by the Contractor.
- 4.46. Each Contractor acknowledges that it will enter into a Framework based on their own viability assessment relating to, without limitation, the performance of the Services.
- 4.47. Contractors 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.

- 4.48. Contractors must maintain all items of equipment in good and serviceable condition at the Contractor's own expense.
- 4.49. 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.

TIMESCALES

- 4.50. Under the Authority'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 Contractors 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 Contractors, as defined in paragraphs 4.11 above.
- 4.51. If a Keeper presents any problems or difference of opinion that affects the removal of animals from the Notified Premises, the Authority should be notified immediately. The Authority expects the Contractor to undertake the removal of those animals indicated on the Order and any difference to this needs to be reported within the same working day, or at the earliest opportunity thereafter.
- 4.52. Contractors 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.
- 4.53. 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 on the Order from the Authority.

SECURITY

- 4.54. Contractors must have in place robust security measures to prevent unauthorised removal, interference or illegal practice with any animals or carcasses.
- 4.55. Contractors 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
- 4.56. Contractors must allow the Authority unrestricted access to any property, vehicles and documentation in connection with the Services.

CYBER ESSENTIALS

- 4.57. Contractors should have the Cyber Essentials certification, or start working towards obtaining it within the first year of the framework. Further details can be found on the gov.uk website; <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

SOCIAL VALUE

- 4.58 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.
- 4.59 The Contractor shall seek to implement the Social Value commitments made in their Tender and report on their progress against these commitments to the Authority on an annual basis as part of the Annual Review Meetings.
- 4.60 The priority themes and policy outcomes assessed as part of the Tender for this Framework are as follows:
- 4.60.1 **Influencing Environmental Protection and Improvement:** The Contractor shall identify opportunities to improve the environment in relation to Greenhouse gases, Waste and Water.
- 4.60.2 **Supporting Health and Wellbeing in the Workforce:** The Contractor shall identify opportunities to improve health and wellbeing in their workforce.

5. PERFORMANCE MANAGEMENT

- 5.1. Performance Management of the Services delivered further to the Contract will be as detailed in Appendix A to this Specification, Performance Management Framework.

6. GOVERNANCE

- 6.1. The Governance of each call off contract for each Contractor under the Framework will be as described in Appendix B to this Specification, Governance and Contract Management.

7. WELSH LANGUAGE STANDARDS

- 7.1. 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.
- 7.2. 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: <http://www.comisiynyddygymraeg.cymru/english/Pages/Home.aspx>

- 7.3. The Contractor(s) 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.
- 7.4. The Service Delivery Standards which currently apply to the Services are listed below. The Authority will notify the Contractor(s) of any changes to the Service Delivery Standards with which the Services must comply.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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

1. Contractors should complete the attached contingency plan template to ensure that a consistent approach is adopted across the framework, which will be reviewed at the commencement of the framework 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 Contractors will supplement the Authority's Common 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 the 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. 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. Contractors have provided 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 plant under a TB Order need to be processed as agreed on the Order 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 Contractors 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 the Authority following review.
9. The Authority will review the Common Contingency Plan in consultation with all Contractors 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 Gas Electric Water	
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.	
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.	
Prior to loading, the animals are identified as being too dirty.			Do Not load, contact the abattoir to inform them of the situation.	Contact APHA to inform them of the situation.	

<p>Prior to loading Cattle identification discrepancies have been found.</p> <p>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.</p> <p>Contact the abattoir to inform them of the situation.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>Abattoir to contact farms awaiting collection, if applicable, to inform them of delay.</p>	

			If applicable notify police to seek alternative route explaining animal welfare urgency.	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.	
Extreme Weather Conditions			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. Any concerns to be reported back to the abattoir for further advice.	To assess details provided by the driver and provide advice on next steps. 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.	
Vehicle Breakdown			Make sure the vehicle is in as safe a position as possible. Contact the abattoir to inform them of the situation.	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. Inform APHA if the animals need to be transferred between vehicles.	
Vehicle Involved in Road Accident			Make sure the vehicle is in as safe a position as possible. Contact the abattoir to inform them of the situation.	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.	

				Inform APHA if the animals need to be transferred between vehicles	
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			Driver must not proceed until an assessment has been made of the situation.	APHA must be contacted immediately, including out of hours.	

			The driver will inform the abattoir of the situation.	<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 required to transport other cattle in lorry • 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>	
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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.			Confirm whether the animals can be processed or not.	If the animals cannot be processed, APHA must be notified to confirm whether PME is required, and if so to arrange removal to knackers.	
Animal becomes ill / injured in lairage			FSA OV must be informed.	<p>Possible Outcomes :</p> <ul style="list-style-type: none"> Prompt slaughter and salvage of carcase 	

				<ul style="list-style-type: none"> • 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 collection by knackers may be required. APHA will confirm.</p> <p>Any welfare concerns regarding the farm of origin must be reported to APHA at the earliest opportunity.</p>	
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.	

ANNEX 2 TO SPECIFICATION OF REQUIREMENTS

LOT MAPS BY COUNTY



APPENDIX A TO SPECIFICATION OF REQUIREMENTS

PERFORMANCE MANAGEMENT FRAMEWORK (including Key Performance Indicators)

1 Performance Management

- 1.1 As part of the Authority's continuous drive to improve the performance of all Contracts, this Performance Management Framework (PMF) will be used to monitor, measure and control all aspects of the Contractor's performance of contract 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 the Authority 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. As a result, the only recourse would be to terminate the contract and seek an alternative Contractor.
- 1.4 The use of a strong 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. They will be monitored on a monthly, quarterly or annual basis as appropriate to the service and will form part of the contract performance review.
- 1.6 The Authority will be entitled to refine, vary or modify the KPIs, performance standards and service credits from time to time during the Contract Period 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 The Authority 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 Issues Log, which will include detail on periodic checks to ensure quality.
- 1.10 Any performance issues highlighted in the monthly reports will 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 the Authority.

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 the Authority. Use of service credits does not preclude any other remedy for failure of performance available to the Authority under the terms and conditions of the contract.
- 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.
- KPIs with a service credit rating of 0 will have no associated service credit
 - 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
 - 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
 - The maximum annual service credit to be applied will be no more than 10% of the total annual contract value per Contractor.
- 2.4 The Contractor will provide the Authority with the information listed in the Specification and such other supporting information as the Authority may reasonably request in order to determine the proper application of any service credits due.
- 2.5 For services where the Contractor is paid by the Authority, service credits will be paid to the Authority as a credit note to the next invoice.
- 2.6 For services where the Contractor recovers costs directly, service credits will be paid to individual users of the service as a credit note to their next invoice. The Contractor will propose how the service credit amounts will be applied to each user of the service.
- 2.7 The full, agreed service credit regime will operate from the initial delivery date until the end of the Contract Period. At the end of the first complete performance monitoring period, the Authority 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	Lots	Description	Measure	KPI Target	Source(s)	Service Credit Rating
KPI 1 - Service Delivery	1-6	Animals to be collected from the Notified Premises and slaughtered by the specified date on the Order, or by the date exceptionally agreed with the Authority	Percentage of animals collected and slaughtered within agreed timescales	100%	APHA TB CMS Database	2
KPI 2 – Service Delivery	1-6	Correctly identified animals, as detailed on the Order, 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	1-6	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 paragraphs 3.24 – 3.28 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	1-6	All invoices for Orders completed and their accompanying salvage payments 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 received on time.	100%	APHA Finance Teams	1

APPENDIX B TO SPECIFICATION OF REQUIREMENTS

GOVERNANCE AND CONTRACT MANAGEMENT

1. APHA will manage the contracts for services resulting from this procurement on behalf of the Authority. APHA will appoint a:
 - Senior Responsible Officer (SRO)
 - Slaughterhouse Liaison Officer (SLO)
 - Deputy SLO (DSLO)
 - Contract Manager (CM)
2. APHA will decide as appropriate for each contract 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 of the Contract, but also including key performance indicators (KPIs), invoicing, risks and issues. A Defra Group Commercial (DGC) representative, with responsibility for procurement on behalf of the Authority, 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 the Authority as necessary.
8. Other ad hoc meetings may be held, at the discretion of APHA or the Authority or at the request of the Contractor, throughout the life of the contract to discuss specific issues.
9. The Contractor will be responsible for 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 Authority's contract records.
13. Table B gives the purpose of each of these meetings with each Contractor, and the required attendees.

Table B. Contract Management Meeting Schedule

Meeting	Attendance	Content
<p>Monthly Contract Review Meeting</p> <p><i>Face-to-face / Telecon</i></p>	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and/or DSLO • Secretariat support <i>(if required)</i> • CM <i>(if required)</i> <p>Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM 	<ul style="list-style-type: none"> • Current and Outstanding Operational issues • Risks and issues log (by exception) • Review of Action Log • Finance update (by exception) • Escalation Issues
<p>Specific Issues, ad hoc</p> <p><i>Face-to-face / Telecon</i></p>	<p>APHA:</p> <ul style="list-style-type: none"> • SLO (Chair) and/or DSLO • Secretariat support <p>Contractor:</p> <ul style="list-style-type: none"> • SM and/or DSM <p>Any other APHA, Authority 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> <p>Contractor:</p> <ul style="list-style-type: none"> • 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 • Financial update

Annual Review Meeting	<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 • Secretariat support • DGC representative <i>(if required)</i> • Head of Service <i>(if required)</i> • Welsh Government representative <i>(optional, and applicable to Lots that serve Welsh regions only)</i> • Scottish Government representative <i>(optional, and applicable to Lots that serve Scottish regions only)</i> • Defra representative <i>(optional, and applicable to Lots that serve English regions only)</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 • Financial update • 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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