Schedule 1: Specification of Requirements

Framework Agreement for the Provision of Agricultural Valuation Services

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# Definitions & Abbreviations

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

Table 1: Table of Definitions & Abbreviations

|  |  |
| --- | --- |
| Term / Abbreviation  | Definition and Meaning  |
| “Affected Premises” and “AP” | means a house/s, or building/s, together with its land, outbuildings and other structures, which are subject to a notice of the Secretary of State, Scottish Ministers or Welsh Ministers declaring said premises to be either infected with a disease (an “infected premises”) or where there is a strong suspicion that an Exotic Notifiable Disease may be present. Entry and exit restrictions are likely to apply. |
| “APHA” | means the Animal and Plant Health Agency, an Executive Agency of the Authority. |
| “Authority” | means the Department for Environment, Food and Rural Affairs acting as part of the Crown. |
| “Authority’s AuthorisedRepresentative” | means an authorised representative nominated by the Authority, Contracting Body or APHA. |
| “Atamis” | means the e-Tendering system used by the Authority forconducting this procurement, which can be found at https://atamis-9529.my.site.com/s/Welcome |
| “Call-Off Contract” | means a contract awarded by a Contracting Body using this Framework. |
| “Code of Conduct” | Means the standards of behaviour that Valuers must adhere to whilst delivering Services under this Framework. Section 3 Sub-Section 6: Code of Conduct sets out theCode of Conduct requirements. |
| “Conflict of Interest” | means an actual or potential conflict of interest on the part of the Tenderer in connection with the ITT or theFramework. |
| “Contracting Body” | means the Authority and any other contracting bodies described in the Contract Notice published [to be added] entitled to order Services under the Framework.. |
| “Contractor” | means the successful Tenderer(s) who will be a party to the Framework Agreement responsible for supplying the Services. |
| “Cyber Essentials” | means the Government-backed, industry-supported scheme to help organisations protect themselves against common online threats. [Cyber Essentials scheme: overview - GOV.UK](https://www.gov.uk/government/publications/cyber-essentials-scheme-overview) |
| “Daily Routine“ and “Daily Routine Functions” | means any requirement for a valuation that does notinvolve an Incident or Outbreak. |
| “EIR/EIRs” | means the Environmental Information Regulations 2004/ Environmental Information (Scotland) 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 thoseRegulations. |
| “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. |
| “FOIA/FOISA” | means the Freedom of Information Act 2000/ Freedom of Information (Scotland) 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 GovernmentDepartment in relation to that legislation. |
| “Framework” and “Framework Agreement” | means the agreement to be entered into by the Authorityand the Tenderers who are awarded a place on the Framework. |
| “Geographical Region(s)” | means the Geographical Regions as specified in Table 2 within Section 2 of the Specification of Requirements. |
| “Incident” | means an occasion, which may or may not include an occurrence of Exotic Notifiable Disease, where the Services may be required at short notice (for examplewithin six (6) to twelve (12) hours). |
| “Information” | means the information contained in the ITT or sent with it, and any information which has been made available tothe Tenderer by the Authority, its employees, agents or advisers in connection with the procurement. |
| Invitation to Tender and “ITT” | means this invitation to tender documents and all relateddocuments published by the Authority and made available to Tenderers. |
| “Keeper” | means any person who owns or is responsible for farmed livestock animals on behalf of the owner whether on a permanent or temporary basis, but it does not include aperson responsible for an animal solely because they are transporting it. |
| “Livestock Premises” | Means the location that Daily Routine valuations are required. |
| “Lot(s)” | means Services divided into lots as described at Section 2 of this Specification of Requirements. |
| “Outbreak” | means an occurrence of Exotic Notifiable Disease at one or more premises. |
| “Order / Order Form” | means the form that is duly signed by both the Contracting Body and the Contractor creating a Call-Off Contract for the provision of Services.. |
| “PPE” | means Personal Protective Equipment. |
| “Pricing Schedule” | means the form accessed via Atamis in which Tenderersare required to submit their pricing information as part of a Tender.[To be updated] |
| “Quarantine Fee” | means a fee that may be paid by a Contracting Body to the Contractor for the required period of quarantine during an outbreak after the provision of the Services. |
| “Response” | means the information submitted in response to the ITT via Atamis including the Tenderer’s Tender. |
| “RPE” | means Respiratory Protective Equipment. |
| “SelectionMethodology” or “Call-Off methodology” | means the process by which a Contracting Body may place Orders with and award Call-Off Contracts to a Contractor as set out in Schedule 3 of the Specification of Requirements. [To be updated] |
| “Service(s)” and “Valuation Service(s)” | means Services as described in this Specification of Requirements |
| “Specification of Requirements” | means this document where the Authority’s requirements are set out. |
| “TB” | means Bovine Tuberculosis. |
| “Tender” | means the formal offer to provide the goods or Services described in this Specification of Requirements and comprising the responses to the questions in Atamis. |
| “Tenderer” | means anyone responding to the ITT and, where the context requires, includes a potential tenderer. |
| “Urgent” | means where a response is needed within 24 hours. |
| “Valuer” | means a professional with qualifications and/or experience in valuing and selling livestock supplied by the Contractor. |
| “Working Day” | means any day other than a weekend or Bank Holiday in England, Wales or Scotland. |
| “Working Week” | means Monday to Friday, excluding Bank Holidays. |
| “GB” | means Great Britian |
| “Exotic Notifiable Disease” | Disease not normally present in the UK, such as foot and mouth disease. |
| Premises  | means the location where the services are required |
| BAU Services | means Business as Usual services |
| “Section”, “Annex” and “Appendix” | means a section annex or appendix to this Specification |
| “Statute” and “Statutory Provision” | means a Statute or Statutory Provision as amended or re-enacted including any subordinate legislation made under that Statute or Statutory Provision, as amended or re-enacted. |
| “EBL” | means Enzootic Bovine Leukosis. |
| “BSE” | means Bovine Spongiform Encephalopathy. |
| Notifiable Avian Disease | means [Bird flu (avian influenza): how to spot and report it in poultry or other captive birds - GOV.UK](https://www.gov.uk/guidance/avian-influenza-bird-flu) |
| “UK” | means United Kingdom |
| “EU” | means European Union |
| Measure | means the Welsh Language (Wales) Measure 2011  |
| Approved Disinfectant | means disinfectant as approved and at the right dilution level as defined on the Defra approved disinfectant list. <http://disinfectants.defra.gov.uk/DisinfectantsExternal/Default.aspx?Module=ApprovalsList_SI> |
| Expert Valuation Services | means in situations where the Keeper has a legal right to appeal against the original valuation. In the event of a valuation being disputed by the Keeper, the Contracting Body may require the provision of Expert Valuation Services delivered by an Expert Valuer(s) with experience in valuing the class of animal/bird/other whose value is being disputed. |
| Expert Valuer | means and experienced valuer delivering Export Valuation Services |
| CAAV | means Central Association of Agricultural Valuers |
| IAAS | means Institute of Auctioneers and Appraisers in Scotland |
| LAA | means Livestock Auctioneers Association |
| RICS | means Royal Institute of Chartered Surveyors |
| Quarantine Period | means a period of time that a valuer may not be allowed to have contact with susceptible live animals after leaving an Affected Premises. |
| Welsh Ministers | means [Cabinet Secretaries and Ministers | GOV.WALES](https://www.gov.wales/cabinet-secretaries-and-ministers) |
| Scottish Ministers | means [Cabinet and Ministers - gov.scot](https://www.gov.scot/about/who-runs-government/cabinet-and-ministers/) |
| Monitor Valuers | Applicable to Wales only. means the Monitor Valuers that are appointed directly by the Welsh Government and therefore sites outside of this framework. The Monitor Valuers will collectively assess, from information provided on a regular basis by APHA, whether a valuation is broadly in line with current market value, and will do so for all cattle valued |
| CIArb | means Chartered Institute of Arbitrators  |
| Expert Determination Service | means a confidential, binding dispute resolution process that uses an independent expert to settle a dispute |
| Arbitration Service | means a process in which a neutral third party, called an arbitrator, resolves a dispute between two or more parties. Arbitration is a type of alternative dispute resolution that can help settle a dispute without going to court. |
| Monitor Valuation Service | means an audit of the range of valuations being submitted (this would be most likely to occur in a large Outbreak) and aims to ensure that Valuers and Expert Valuers are completing the valuation assessments correctly and consistently |
| Monitor Valuer | means a valuer with the applicable experience able to deliver Monitor Valuation Services. |
| “Framework Rate” | means the maximum Price on which the Contractor has agreed to provided Servies at. To be Updated |
| “Price” | means the total sum that a Contracting Body will pay to the Contractor for the provision of Services under a specific Call-Off Contract  |

# Introduction & Background

* 1. The Department for Environment, Food and Rural Affairs (the “**Authority**”) has responsibility for improving and protecting the environment. We aim to grow a green economy and sustain thriving rural communities. We also support our world-leading food, farming and fishing industries.
	2. An aspect of the Authority’s responsibility, along with our Executive Agency, the Animal and Plant Health Agency (“**APHA**”); the Scottish Government; and the Welsh Government is to deliver animal health and welfare policies across Great Britain (“**GB**”). One of our principal functions is the safeguarding of animal health and welfare and public health, which in turn supports economic growth and trade.
	3. APHA has a critical role in the control and eradication of endemic and infectious diseases through both, Daily Routine Functions, involving bovine tuberculosis (“**TB**”) and responding to Outbreaks and Incidents, for example Notifiable Avian Disease. APHA and other GB government (central, devolved and local authorities) may have a need to employ a range of Contractors to deliver certain types of work on our behalf.
	4. In order to control and seek to eradicate endemic and infectious diseases, the Authority, and other Contracting Body’s, have to order the slaughter of infected animals.
	5. The provision of accurate and timely valuations under this Framework Agreement allows the Authority, and other Contracting Bodies, to effectively pay compensation to the owners of animals when the Authority, or another Contracting Body, orders the slaughter of said animal or animals.
	6. Under this framework we are seeking to secure Valuers with experience in a wide range of livestock and agricultural assets including but not limited to:
		1. non-pedigree animals;
		2. pedigree animals;
		3. agricultural plant;
		4. agricultural equipment;
		5. animal feed/fodder;
		6. crops;
		7. land;
		8. other agricultural property

|  |
| --- |
| Important Note: The Contractor does need to be able to carry out all the above types of valuations. A Contractor who, for example, only wishes to value avians, a specific species or only agricultural plant can be appointed to this Framework Agreement. Should a Contractor so choose, a Contractor can be appointed to this Framework to carry out all types of valuations listed above. It is up to the Contractor to declare what types of Services they can provide. |

* 1. As described in Table 2, the majority valuations carried out under this framework support efforts to control and seek to eradicate Bovine TB.

Table 2: Valuations Undertaken in the Last Four Years

[To be added for the tender]

# Scope of the Requirement

* 1. This Framework Agreement is for the provision of valuation Services across Geographical Regions in GB for Daily Routine Functions and as part of a response to an Outbreak or Incident.
	2. The Services required are separated into three (3) lots as set out in this Specification. A summary of three lots is presented in Table 3 below.

Table 3: Summary of Each Lot

|  |  |  |
| --- | --- | --- |
| Lot | Title | Summary of Lot |
| 1 | Agricultural Valuation Services | This lot covers the majority of the expected work under this agreement. This lot allows for the appointment of valuers to work on our behalf. |
| 2 | Expert Valuation Services | This lot allows the appointment of a valuer with more experience than a valuer in lot 1. Expert Valuers will review valuations done by another valuer that may have been challenged by the owner of the animal. |
| 3 | Monitor Valuation Services | This lot allows the appointment of a valuer with more experience than a valuer in lot 2. Monitor Valuers will assess the work of valuers & expert valuers for audit purposes e.g., during large animal disease outbreaks. |

* 1. This Framework agreement is divided into 12 Geographical Regions as listed in Table 4 below. As set out in this Specification of Requirement, the requirements do differ between England, Scotland and Wales.
	2. The Contractor maybe appointed to as many Geographical Regions as desired. Alternatively, a Contractor may seek to be appointed to a single Geographical Region. It is up to the Contractor to declare what regions they wish to provide Services in.

Table 4: The Geographical Regions [ Map to be included]

|  |  |  |
| --- | --- | --- |
| Ref | Region Title | Counties and Locations Covered |
| Geographical Region 1: Wales |
| 1a | North Wales  | Isle of Anglesey, Conwy, Denbighshire, Flintshire, Gwynedd, North Powys (County of Montgomeryshire) and Wrexham. |
| 1b | South Wales  | Blaenau Gwent, Bridgend, Caerphilly, Cardiff, Merthyr Tydfil, Monmouthshire, Neath and Port Talbot, Newport, South Powys (counties of Radnorshire and Brecknock), Swansea, Rhondda Cynon Taf, The Vale of Glamorgan, Torfaen, Carmarthenshire, Ceredigion and Pembrokeshire. |
| Geographical Region 2: England |
| 2a | North England | Cleveland, Cheshire, Cumbria, Durham, Lancashire, Merseyside, Tyne & Wear, Northumberland, Greater Manchester, South Yorkshire, North Yorkshire, West Yorkshire, North Yorkshire and The East Riding of Yorkshire. |
| 2b | Midlands | Oxfordshire, Gloucestershire, Avon, Herefordshire, Worcestershire, Warwickshire, Northamptonshire, Leicestershire, Rutland, West Midlands, Derbyshire, Lincolnshire, Nottinghamshire, Shropshire and Staffordshire. |
| 2c | South & East England | Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hampshire, Isle of Wight, Hertfordshire, Kent, Greater London, Norfolk, Suffolk, Surrey, East Sussex and West Sussex. |
| 2d | Southwest England | Somerset, Dorset, Wiltshire, Cornwall, Devonshire and Isles of Scilly. |
| Geographical Region 3: Scotland |
| 3a | Scottish Islands | Eilean Siar (Western Isles), Shetland Islands, Orkney Islands, and all other islands: Skye,Arran, Bute etc.. |
| 3b | Scottish Highland | Argyll and Bute (excluding islands) and Highland (excluding islands). |
| 3c | Northeast Scotland  | Moray, Aberdeen City, Aberdeenshire, Perth and Kinross, Angus and Dundee City. |
| 3d | Strathclyde and Central | Glasgow, Renfrewshire, East Renfrewshire Inverclyde, East Dunbartonshire, West Dunbartonshire, Clackmannanshire, North Lanarkshire, South , Lanarkshire, Stirling and Falkirk. |
| 3e | Southeast Scotland Southeast | Fife, Edinburgh, Midlothian, East Lothian, West Lothian and Scottish Borders. |
| 3f | Southwest Scotland  | North Ayrshire (excluding islands), East Ayrshire, South Ayrshire, Dumfries and Galloway. |

* 1. The Contractor shall, under the terms of the Framework Agreement and any Call-Off Contract thereunder, provide the Services as detailed in this Specification of Requirements for the relevant Lot and as set out in the relevant Order Form.
	2. There is no guarantee of work under this Framework Agreement and the Contractor should expect volumes to fluctuate due to changes in disease prevalence and Government policy. Moreover, this Framework and any Call-Off Contracts thereunder do not give the Contractor an exclusive right to carry out the Services. For the avoidance of doubt, the Authority reserves the right to purchase any Service or Services similar to the Services covered by this Framework Agreement from any provider of the Authority’s choosing.
	3. Where ticked below, the Contractor has been awarded the Lot(s)

|  |  |
| --- | --- |
| **Lot 1 – Agricultural Valuation Services** | xx |
| **Lot 2 – Expert Valuation Services** | xx |
| **Lot 3 – Monitor Valuation Services** | xx |

# Requirements Applicable to All Lots and Geographical Regions

* 1. The Requirements of this section 3 are applicable to all Lots and Geographical Regions. This section 3 is comprised of following subsections:
		1. Section 3 Sub-Section 1: Health and Safety inc. Personal Protective Equipment
		2. Section 3 Sub-Section 2: Biosecurity
		3. Section 3 Sub-Section 3: Equipment
		4. Section 3 Sub-Section 4: Documentation
		5. Section 3 Sub-Section 5: Sub-Contracting
		6. Section 3 Sub-Section 5: Framework Rate & Price
		7. *Section 3 Sub-Section 6: Code of Conduct*

## Section 3 Sub-Section 1: Health and Safety, inc. Personal Protective Equipment

* 1. At all times, Valuers performing Services on behalf of the Contractor shall remain the responsibility of the Contractor. The Contractor shall comply with all current legislation relating to health and safety of its employees, customers and members of the public, including but not limited to The Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and subsequent amendments. It is the Contractor’s own responsibility to carry out the necessary risk assessments and introduce control measures to ensure compliance with the foregoing and any other relevant legislation.
	2. The Contractor must ensure all Valuers have a sound awareness of potential health and safety issues on site and shall take steps to manage these appropriately while performing the Services, at the same time complying with all instructions and Health and Safety Guidelines issued by the Contracting Body and/or those appointed to supervise the Affected Premises (“**AP**”) on the Contracting Body’s behalf.
	3. The Contractor will need to undertake their own risk assessment on arrival on site of any potential hazards. The Contractor must ensure Valuers maintain risk awareness at all times and use their professional judgement to consider any operational risks that may arise, and levels of inherent danger, advising the Contracting Body and any third parties as necessary if risks or dangers are identified.
	4. The Contractor must ensure that Valuers supplied are fit and able to carry out the tasks required of them. It is the Contractor’s responsibility to assess the suitability of Valuers and undertake occupational health checks as they deem appropriate.
	5. In the event of any accidents occurring, the Contractor must inform the Contracting Body immediately.
	6. The Contractor must provide all equipment and PPE necessary to perform the Services. Unless otherwise stated in a Call-Off Contract, the Contractor, as a minimum, must provide all disinfectable rubber boots and disposable boiler suits or disinfectable clothing (necessary for the Valuer, or any other persons employed by the Contractor, to operate on site. For the avoidance of doubt, the Contractor is, at all times, responsible for the provision of appropriate PPE and any other equipment to their Valuers or staff.
	7. From time to time, a Contracting Body may provide other necessary PPE, where this is the case, it will be confirmed at the time that a Call-Off Contract is awarded.
	8. In circumstances where a Contracting Body provides PPE to the Contractor, the Contractor must use said PPE in line with any advice which is given to the Contractor by the Contracting Body via email or in person. Additionally, Schedule 2 of this Framework Agreement sets out standing advice for the use of PPE which the Contractor must comply with. In the event of a conflict between the PPE advice set out in Schedule 2 of this Framework Agreement, and any PPE advice which is issued to the Contractor when provided with PPE by a Contracting Body, the advice issued by the Contracting Body shall take precedence over the advice set out in Schedule 2 of this Framework Agreement.

## Section 3 Sub-Section 2: Biosecurity

* 1. Biosecurity is a system of controls that will prevent or minimise the risk of introduction or spread of disease. Ensuring strict biosecurity measures are adhered to in the performance of Services under this Framework Agreement is of critical importance.
	2. Biosecurity measures must, as a minimum, be the equivalent of the Authority’s, Scottish Government’s or Welsh Government’s Standards, dependent on which Geographical Region the Services are being delivered in:
		1. https://[www.gov.uk/guidance/controlling-disease-in-farm-animals](http://www.gov.uk/guidance/controlling-disease-in-farm-animals)
		2. <http://www.gov.scot/Topics/farmingrural/Agriculture/animal-> [welfare/Diseases/15721](http://www.gov.scot/Topics/farmingrural/Agriculture/animal-welfare/Diseases/15721)
		3. <https://gov.wales/biosecurity-guidance>
	3. The general biosecurity principles which must be applied by all Valuers are as follows:
		1. All equipment and Personal Protective Equipment (“**PPE**”) utilised on any premises must be visibly clean at the start of each working day and each subsequent valuation, if multiple completed during that day, and also at the end of the day. This must be cleaned with an approved disinfectant at the correct rate.
		2. All equipment and PPE utilised on any premises must be cleaned and disinfected on arrival and when leaving, including vehicle wheels and wheel arches with an approved disinfectant at the correct rate.
		3. Vehicles must be parked in a location that is not heavily contaminated, and wheels and wheel arches must be disinfected as appropriate between locations.
	4. In extremely high-risk situations, e.g. Foot and Mouth Disease outbreak, specific or additional biosecurity measures must be followed. For example, these additional measures may include not accessing certain areas.
	5. All Valuers must comply with all biosecurity measures as issued by the Authority or Contracting Body or any reasonable specific requirements stated by the landowner, Keeper or other such persons responsible for an AP. In the event that a landowner, Keeper or other such persons responsible for an AP, makes, in the opinion of the Contractor, unreasonable biosecurity demands, the Contractor must immediately contact the Contracting Body for assistance.
	6. All Valuers will endeavour to avoid any adverse impact on the environment that may arise from any valuation work and therefore all Valuers must use Defra approved disinfectant to disinfect and cleanse vehicles and protective clothing at the correct dilution rate, information on which can be found at:
		1. [http://disinfectants.defra.gov.uk/DisinfectantsExternal/Default.aspx?Modul](http://disinfectants.defra.gov.uk/DisinfectantsExternal/Default.aspx?Module=ApprovalsList_SI) [e=ApprovalsList\_SI](http://disinfectants.defra.gov.uk/DisinfectantsExternal/Default.aspx?Module=ApprovalsList_SI)
	7. The Authority or Contracting Body will undertake regular routine checks to ensure that compliance with regards to biosecurity have been met.

## Section 3 Sub-Section 3: Equipment

* 1. Any approved equipment brought on to site will as a minimum be subject to cleansing and disinfection biosecurity protocols. These requirements may be increased in the event of an Outbreak or Incident.
	2. A digital camera will be required to photograph any items, including animal passports, herds and or individual animals to support the valuation assessment. The digital camera must be capable of taking an image of sufficient quality to support the valuation given by the Valuer including but not limited to later audits of a valuation. Any cameras taken on to an AP will be required to be cleansed and disinfected prior to being removed from the AP. For this reason, the digital camera must be robust enough to be exposed to the cleansing and disinfection process. Generally, this process will involve the camera being wiped with disinfectant wipes. The Authority’s representative should be consulted before bringing any camera or other equipment onto an AP. From time to time cameras may be provided by the Authority or a Contracting Body in certain circumstances.
	3. Any other items required as part of the valuation will also be subject to strict cleansing and disinfection processes and must be robust enough to pass through this process. This includes, but is not limited to, mobile telephones, laptop/hand-held computers, calculators, stationery and measuring devices. The Authority’s representative must be consulted before bringing any equipment onto an AP.
	4. Paper, if clean and not contaminated will generally be allowed off the AP with no cleansing or disinfection. The Authority’s onsite representative will advise on this matter. The Authority will supply pro-forma documents to be filled in by the Valuer. The Valuer must make all efforts to keep the papers clean and unexposed to direct contamination.
	5. Any pictures, recordings or any other image, footage or digital asset made on an AP, or taken, recorded or otherwise captured in connection to the delivery of Services under this Framework Agreement or a Call-Off Contract, are the Intellectual Property of the Contracting Body. The Contractor must not disclose, release, share or otherwise make available to any other persons the Contracting Body’s Intellectual Property [ref. to framework t&c’s here] and must be treated as per the requirements in the Documentation section and in accordance with the Authority’s terms and conditions of contract.

## Section 3 Sub-Section 3: Documentation

* 1. The Contractor will keep records relating to the Services performed and of the receipt, storage, processing and dispatch of all correspondence resulting from this Framework Agreement and any Call-Off Contract. For audit purposes, these records shall be retained for six years and will include:
		1. date and time of notification to the Contractor to carry out the Service;
		2. reference, name and address of the notified premises and any other applicable locations related to the Service;
		3. official identification number(s) and numbers of animals and value, maintaining audit trail;
		4. details of the Contract Price for providing the Service;
		5. any risks or issues identified whilst providing the Service; and
		6. all journeys undertaken, including mileage travelled, route taken (most economic).
	2. The Contractor shall ensure that all invoices are clear, accurate, and that invoices are submitted within ten (10) working days from the date that Servies are completed under a given Call-Off Contract.
	3. The Contractor must submit an itemised invoices, separated out by each individual Lot (where appropriate). Invoices must include the following, unless agreed and provided separately:
		+ 1. Purchase Order number, as provided by the Contracting Body.
			2. Date of valuation,
			3. Address of location of valuation,
			4. Species,
			5. Age,
			6. Quantity,
			7. Individual animal identity if applicable or group identification,
			8. Specific details of animal - breed, sex, pregnant etc.
			9. Details of mileage and hours worked on the valuation
	4. The Contractor shall make such records available to the Authority or Contracting Body or any other nominated officials at any time and shall not destroy any records without the prior written approval of the Authority or Contracting Body.

## Section 3 Sub-Section 4: Sub-Contracting

* 1. If the Contractor seeks to use a sub-contractor to fulfil their obligations under this Framework Agreement, or for a specific Call-Off Contract, the Contractor must ensure they enter into an appropriate written agreement with the sub-contractor. This requirement is imposed to namely ensure that the Contractor can ensure that the Contractor meets their obligation to the Authority, or a Contracting Body, under this Framework Agreement and or any relevant Call-Off Contract.
	2. The Contractor shall ensure that its sub-contractor adhere to all the requirement of this Framework Agreement including this Specification of Requirements.
	3. The Contractor shall ensure that its sub-contracting arrangements contain robust and adequate systems for managing risk and include processes to facilitate the handling of complaints by any third parties.
	4. An escalation process to the Authority and/or Contracting Body shall allow any sub-contractor, end user or other contractor to directly contact the Authority and/or Contracting Body without fear or favour should any substantive complaint not be adequately dealt with by the Contractor.
	5. If the Authority and/or Contracting Body is requested to hear a complaint by a sub-contractor, end user or other Contractor, the Contractor shall co-operate fully with the Authority and/or Contracting Body, including with any requests for further information. The Authority and/or Contracting Body’s decision in respect of a complaint shall be final.
	6. In cases where the Authority, or Contracting Body, is requested to hear a complaint from a sub-contractor, end user, other Contractor or any other party against the Contractor that is in contention to the Contractor’s delivery of obligations under this Framework Agreement, or a Call-Off Contract/s, both the Authority, or Contracting Body, and the Contractor shall be responsible for baring their own costs in any such matter.

## Section 3 Sub-Section 5: Framework Rate & Price

* 1. The Framework Rate shall be reviewed annually between the Contractor and the Authority. [Process to be confirmed]
	2. The agreed Price payable by a Contracting Body to the Contractor for provision of Services set out in a Call-Off Contract shall be the total amount payable to the Contractor. The Price must therefore include all overhead costs and other support services required to enable the Contractor to perform their tasks. For the avoidance of doubt, no additional costs, except Travel and Subsistence, will be payable by a Contracting Body to the Contractor unless expressly stated on the Order Form.

## Section 3 Sub-Section 6: Code of Conduct

* 1. When interacting with Keepers during the delivery of Services, the Contractor must follow the Code of Conduct which can be found in **Schedule 3: Code of Conduct**.
	2. If the Contractor fails to the follow the Code of Conduct, this will be investigated by the Contracting Body. Should it be established that a Contractor has failed to follow the Code of Conduct, additional remedies maybe required, including but not limited to: requiring the Contractor to complete a performance management plan, unannounced audits / reviews, farmer feedback etc.
	3. Failure, or alleged failure, to follow the Code of Conduct descried in section 3.34 above, may result in the Contractor, or an individual Valuer, being suspended from the Framework Agreement. Suspension from the Framework Agreements means that the Contractor, or individual Valuer, will not be eligible to carry out any further valuations until the outcome of any investigation is complete; or assurance has been provided to the Contracting Body that measures have been put in place to prevent any further issues occurring.
	4. Significant breaches, or repeated minor breaches, of the Code of Conduct will constitute a material breach of the Framework Agreement.

# Requirements Applicable to Any Service Delivered in Wales (Geographical Region 1): Welsh Language Standards

* 1. The UK Government and 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.
	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:
	3. [Welsh Language Commissioner's compliance notice 2024](https://www.gov.wales/welsh-language-commissioners-compliance-notice)
	4. 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 Service Delivery Standards listed in the compliance notices issued to the Welsh Ministers from time to time.

# Requirements Applicable to: Lot 1 Agricultural Valuation Services

* 1. This section 5 sets out the requirements for Lot 1, Agricultural Valuation Services. The requirements of this section 5 apply to delivery of services relating to Lot 1 only. This section 5 is devised into 8 sub-sections:
		1. Section 5 Sub-section 1: Introduction to Lot 1
		2. Section 5 Sub-section 2: The Valuers Experience, Limitations & Working Practice
		3. Section 5 Sub-section 3: Provision of Services in Response to an Outbreak or Incident
		4. Section 5 Sub-section 4: Provision of Services to Support Daily Routine Functions
		5. Section 5 Sub-section 5: The Valuation Process & Activity to Take Prior to Arriving On-Site
		6. Section 5 Sub-Section 6: Additional Requirements for TB Valuation in Scotland (Geographical Region 3)
		7. Section 5 Sub-Section 7: Additional Requirements for TB Valuations in Wales (Geographical Regions 1)
		8. Section 5 Sub-Section 8: Monitoring and Justification Process in Wales

## Section 5 Sub-section 1: Introduction to Lot 1

* 1. Lot 1 is expected to cover the majority of Call-Off Contracts awarded under this Framework Agreement. Lot 1 sets out the requirements for the provision of general Valuation Services. Valuation Services may be required for Daily Routine Functions, Incidents and Outbreaks.
	2. Lot 1 seeks to appoint a range of Contractors who can value a range of livestock species and agricultural assets. As described in the important note box in section 1.6, a Contractor does not need to be able carry out all of the following types of valuations. A Contractor who, for example, only wishes to value avians, a specific species or only agricultural plant can be appointed to this Framework Agreement.
	3. The Authority is seeking to appoint a range of Contractors who value the following types of livestock and agricultural assets:
		1. Livestock such as:
			1. Bovines (where table valuations cannot be used)
			2. Ovines
			3. Porcines
			4. Caprines
			5. Avians (for species or breeds where Rate Cards cannot be used)
			6. Cervines
			7. Camelids
			8. Equines
			9. Canines
			10. Felines
			11. Ratites
		2. agricultural assets such as:
			1. agricultural plant
			2. agricultural equipment
			3. animal feed/fodder
			4. crops
			5. other property
	4. The Authority may from time to time approach any Contractor appointed to this Framework Agreement to carry out a valuation on other types of livestock and assets. For the avoidance of doubt, a Contractor can turn down any request for work for the Authority and will not be under any obligation to provide Services to the Authority, or any other Contracting Body, once appointed to this Framework Agreement.
	5. The demand for Services as part of Daily Routine Functions will vary over geographic regions, based on the demography of the animal populations or based on the relevant administration’s policies. For example, In England where the majority of animals are valued using table valuations, the requirement for Valuation Services is reduced.
	6. It is expected that as a minimum, a site visit will be required to assess the market value of the items/animals and an independent valuation report prepared. In some circumstances the Contracting Body may authorise that a virtual valuation can take place due to extreme urgency.

## Section 5 Sub-section 2: The Valuers Experience, Limitations & Working Practice

* 1. All Valuers used by the Contractor must have the following criteria set out in this *Section 5 Sub-section 2: The Valuers Experience, Limitations & Working Practice*.
	2. All Valuers across all Regions must have one of the following:
		1. registered as a Fellow with the [Central Association of Agricultural](http://www.caav.org.uk/) [Valuers](http://www.caav.org.uk/) (“**CAAV**”); or
		2. an Associate or Fellow of [the Institute of Auctioneers and Appraisers](http://www.iaas.co.uk/) [in Scotland](http://www.iaas.co.uk/) (“**IAAS**”); or
		3. an Associate or Fellow with the [Livestock Auctioneers Association](http://www.laa.co.uk/) (“**LAA**”); or
		4. a Fellow/Member of the [Royal Institute of Chartered Surveyors](http://www.rics.org/) (“**RICS**”); or
		5. a member of an equivalent trade association that of 5.9.1 – 5.9.4 within the EU; or
		6. established and currently maintaining a specialisation in livestock/animal valuations within a practice that operates professionally. Note that individuals or companies that fall into this group (i.e. do not meet one of the above professional registration criteria) may be required to provide evidence of their experience at any time during the life of the Framework, this could be in the form of a CV and references.
	3. For England and Scotland (Geographical Regions 2 and 3) and Services not related to TB in Wales (Geographical Region 1): The Valuer must have at least two (2) years of current UK professional experience in livestock / agricultural valuations. This experience must be specific to the class/species of animal or agricultural asset being valued.
	4. For TB related Valuation in Wales (Geographical Region 2): The Valuer must have at least eight (8) years of current professional experience in valuing bovine animals.

For pedigree bovine animals in Wales, the valuer must also have at least 2 years’ experience of selling pedigree animals at market and are either currently selling pedigree animals at market or have sold pedigree animals within the last 2 years.

* 1. The Valuers must not:
		1. act on behalf of, be an employee of, or otherwise be associated with the Keeper of the animals, with regard to valuation for this purpose. Valuers may not sign such a valuation on the Keeper's behalf nor act on behalf of the Keeper for any purpose in connection with the valuation in question, including but not limited to any subsequent dispute or arbitration. However, Valuers may subsequently act on behalf of the Keeper regarding matters unconnected with the compensation payable as a result of a valuation.
		2. become involved in valuations, disputes or appeals in respect of any animal or asset in which they, their relatives, partners, close associates or others in the same firm or company are the Keeper of the animal/s, or owner of the asset, in question or have either a direct or indirect financial or personal interest in the animal or asset in question.
	2. Valuers must adopt the following working practices:
		1. Valuers must undertake their valuation assessment in as short a period as possible, in liaison with the Contracting Body’s representative and maintain appropriate discussions and conduct at all times whilst valuing and representing the Contracting Body.
		2. In an Outbreak or Incident, the valuation must not cause undue delay to the culling procedure and the determined value of the animal should not be discussed or disclosed to the owner/ representative. The Valuation discussions need to be conducted with a Contracting Body representative only.
		3. Valuers can use clerical assistance to support them in performing their role, however the use of any clerical assistance/s must be agreed with the Contracting Body in advance. The clerical assistant would be subject to the same conflict of interest and biosecurity requirements as the Valuer, including post exposure quarantine periods where necessary. The Valuer (and clerical assistant if required) may be accompanied around the AP by a representative of the Authority/Contracting Body to ensure correct biosecurity practices are being complied with and valuations are being undertaken correctly, especially in the event of an Outbreak of Incident. This would be stipulated at the time that a Call-Off Contract is awarded.
		4. In some instances, Valuers may be required to make valuations postmortem or at a slaughter house before the animal is processed.

## Section 5 Sub-section 3: Provision of Services in Response to an Outbreak or Incident

* 1. When the Contractor is providing Services to a Contracting Body in response to an Outbreak or Incident, the Contractor may be required to comply with additional requirements. These include:
		1. movement licensing;
		2. quarantining;
		3. vaccination and anti-viral medicines; and
		4. leading time to being able to supply Services.
	2. To move on and off an Affected Premises a Valuer may require a license. When an Affected Premises is issued a notice, said notice will prescribe what must and must not happen on the Affected Premises. The notice will require the Valuer to follow strict bio-security guidelines, including wearing required PPE and Respiratory Protective Equipment (“**RPE**”), and what sort of equipment can be brought on to site by the Valuer. Failure to observe the measures required in the notice is an offence under the Animal Health Act 1981, section 73.
	3. Valuers may be required to be inducted on to each AP. Regardless of this, the Contractor shall ensure that all Valuers are aware of their responsibilities on site, including the responsibility to comply with all instructions given by persons appointed by the Authority and/or Other Contracting Body with responsibility for overseeing the operation of the Premises.
	4. Anybody entering an AP may be subject to a Quarantine Period after the provision of the Services, meaning that they may not be allowed to have contact with susceptible live animals for a specified number of hours after leaving an AP. If a Valuer’s normal day to day employment obligations requires direct contact with live susceptible animals, and the required Quarantine Period (72/96 hours dependent on the disease) prevents them from performing other usual work/tasks relating to their employment, a Quarantine Fee may be paid by the Contracting Body to the Contractor for the required period of Quarantine Period.
	5. The payment of any Quarantine Fee is subject to the following conditions:
		1. The type of disease.
		2. provision of suitable evidence by the Contractor to confirm the impact of the Quarantine Period on the Valuer’s normal duties;
		3. the Contractor making all reasonable efforts to re-deploy the Valuer to other work areas that do not expose them to susceptible species. If the Valuer is able to perform other paid work in the Quarantine Period, then no payment from Contracting Body will be made.
		4. The Contractor, at the time that a Call-Off Contract is awarded, setting out to the Contracting Body that a Quarantine Period, and therefore payment of a Quarantine Fee, will apply to that Call-Off Contract. For the avoidance of doubt, if a Contractor doesn’t describe that a Quarantine Fee will apply at the time in which a Call-Off Contract is awarded, the Contracting Body will not pay any Quarantine Fee to the Contractor.
		5. If Valuers live with, but do not work with, susceptible animals (e.g., pets), then no payments will be made to the Contractor for a Quarantine Period. For example, where an employee cannot go home during or after the period of provision of the Services because they have a pet at home which may be susceptible to infection, any expenses associated with this will not be payable to the Contractor.
	6. The Contractor must ensure Valuers do not take any unauthorised vehicle, equipment or animal onto the site where they are performing the Services. Authorisation will be required by the onsite Contracting Body representative.
	7. Where zoonotic diseases are present, it may be a condition of the Call-Off Contract that any Valuers attending the AP are willing to be vaccinated and take anti-viral medicines as directed. Such vaccinations or medicines are normally provided by the Contracting Body, but where this is not the case, the Contractor must provide these to Valuers. Subject to costs being agreed at the time in which a Call-Off Contract is awarded, a Contracting Body will reimburse the reasonable costs of provision of vaccines and anti-viral medicines. Evidence of these costs must be provided if a Contracting Body has agreed to meet said costs. In the event that the Contractor fails to provide evidence of the cost of vaccines and anti-viral medicines, the Contracting Body will not reimburse the Contractor’s cost in suppling vaccines and anti-viral medicines.
	8. In order to ensure that a Contracting Body can meets its obligation to respond to an Outbreak or Incident, the Contractor must have Valuers available and ready at the AP, typically within 6-12 hours of a Call-Off Contract being agreed and notice being given.
	9. For Daily Routine Work, set out in section 4 below, it is expected that there will be a longer lead time than for Outbreak or Incident Services.

## Section 5 Sub-section 4: Provision of Services to Support Daily Routine Functions

* 1. Daily Routine Functions include any requirement for a valuation that does not involve an Incident or Outbreak and has a longer lead in time for the Service. Daily Routine Functions will typically be used for TB valuations where table valuations are not applicable but may also be used to carry out valuation for other statutory control diseases, for example Brucellosis, Bluetongue, Enzootic Bovine Leukosis (“**EBL**”) or Bovine Spongiform Encephalopathy (“**BSE**”).
	2. Valuation would be undertaken for the purposes of compensation under the Animal Health Act 1981. It is the responsibility of the Valuer to ensure that all valuations provided are compliant with all relevant legislative requirements dependant on the region the valuation is taking place in.
	3. It is the responsibility of Valuers to ensure that documentation is completed and distributed in accordance with instructions issued by the Authority or Contracting Body.
	4. The Authority and/or Contracting Body reserve the right to seek remedy in cases where the procedures set out in the Framework, or in instructions as may be issued from time to time, are not followed.
	5. If when valuing an animal the Keeper rejects a Valuer, the Valuer will be nominated by the President of the Royal Institute of Chartered Surveyors (“**RICS**”), the Central Association of Agricultural Valuers (“**CAAV**”) or Institute of Auctioneers and Appraisers in Scotland (“**IAAS**”). These nomination arrangements are outside the scope of this Framework Agreement, however if the Valuer appointed is a Valuer on this Framework, then the Framework terms and rates will apply.
	6. Failure to mutually agree to the joint appointment of a Valuer may occur immediately when approached by the Authority and/or Contracting Body, or if the Keeper refuses to sign the BT1 valuation form, if applicable (Keepers are not required to sign the valuation form in Wales, Region 1) on the day of the valuation. In the event of a refusal on farm, the Valuer must inform the Authority and/or Contracting Body immediately.

## Section 5 Sub-section 5: The Valuation Process & Activity to Take Prior to Arriving On-Site

* 1. The Valuation Process set out in Section 5 Sub-section 5 is the general process by which the Contractor must follow, however from time to time a Contracting Body may change their relevant policy for administering valuations. In such circumstances, the Contracting Body will communicate their requirements to the Contractor at the point in which a Call-Off Contract is agreed. For example, this may include more detailed instructions regarding how the valuation is to be conducted and what considerations the Valuer needs to take.
	2. The Valuer must comply with the following general requirements when delivering all the Services under this Lot:
		1. the Valuer must only value the animals as instructed by the Contracting Body.
		2. If the Valuer encounters any issues, or if the valuation does not take place for any reason, the Valuer must contact the Contracting Body immediately. This includes, but is not limited to, timeliness and informing the contracting body or keeper if the valuer is going to be late.
		3. The Valuer must not discuss policy or offer advice on breakdown management to the Kepper, landowner or any other persons whilst delivery the Services. Valuers must refer the Keeper to the Authority and/or Contracting Body if they have any questions about the management of their breakdown.
		4. The Valuer must not discuss any other valuations they have undertaken with a Keeper. The Valuer must not disclose their valuations with any person other than the Contracting Body unless expressly authorised to do so by the Contracting Body.
	3. Prior to carrying out a TB valuation or arriving at a Premises the Valuer must print the required copies, plus a suitable number of spare copies, of the electronic BT01 valuation form supplied by the Contracting Body;
	4. In the event that the Contractor can no longer send a Valuer to a Premises at the agreed upon date and time, the Contractor must contact the Contracting Body at the earliest opportunity to do so after becoming aware of an issue, to agree a different date and time for the Services to be performed.
	5. For the TB valuation of livestock, the Valuer must follow the general valuation process set out below:
		1. Upon arrival at a Premises, the Valuer must meet with any representative from the Contracting Body (if applicable) and make their presence known to the Keeper or landowner. The Keeper must undertake any required health and safety assessments, or if instructed, any site inductions. The Valuer must conduct their own safety risk assessment and must only provide Services if the Valuer determines that, in their opinion, it safe to do so. If a Valuer decides it is not safe to provide Services, the Valuer must immediately notify the Contracting Body.
		2. In Scotland (Region 3) and England (Region 2), the Valuer will carry out the valuation only after the Keeper has signed the BT01 valuation form, if applicable. The Valuer should refrain from discussing the value of the animals before the valuation form is signed and must not enter into any negotiations about the price. In Wales the BT01 does not need to be signed.
		3. If applicable, the Valuer must check that a passport and ear tags, are present before the valuation takes place. If a passport or ear tag is required for the species of animal being valued, and the animal has no passport or ear tags, the animal has no market value and must not be valued unless directed by the Contracting Body.
		4. If applicable, the Valuer must check the pedigree certification before valuing pedigree animals.
		5. In Wales (Region 1), if applicable, the Valuer must check the TR531 Pregnancy Diagnosis Declaration before valuing animals as in-calf. Animals without a TR531 must not be valued as in-calf.
		6. The Valuer must assess the value of the animal on the basis of its current market value as if it had been purchased on the open market at the time of valuation.
		7. The Valuer will complete the BT1 valuation form, if applicable, and will provide a copy of the form to the Keeper.
		8. If applicable, the Valuer will remind the Keeper of the requirement to present animals for slaughter in a clean condition.
		9. The Valuer must scan and email a PDF copy of the completed BT01 valuation form, including all pages, to the Contracting Body' Office on the same day as the valuation. If a TR531 Pregnancy Diagnosis Declaration has been completed, this must also be included at the same time. In exceptional cases where this is not possible, the Valuer must ensure that the valuation forms are sent no later than 24 hours after the valuation has taken place.
	6. The valuation process for agricultural equipment and property will be as follows:
		1. The Authority or Contracting Body will provide Valuers with an electronic copy of a valuation form, in advance of the valuation. Valuers will be required to print a copy of the form for completion.
		2. Upon arrival at a Premise, the Valuer must meet with any personal from the Contracting Body (if applicable) and make their presence known to the Kepper or landowner. The Keeper must undertake any required health and safety assessments, or if instructed, any site inductions. The Valuer must conduct their own safety risk assessment and must only provide Services if the Valuer demines that, in their opinion, it safe to do so. If a Valuer decides it is not safe to provide Services, the Valuer must immediately notify the Contracting Body via phone and email.
		3. The Valuer must assess the value of the item on the basis of its market value as if it had been purchased on the open market at the time of valuation.
		4. The Valuer will be expected to email the original completed valuation form to the Authority and/or Other Contracting Body Office on the same day as the valuation. In exceptional cases where this is not possible, Valuers should ensure that the valuation form is sent no later than 24 hours after the valuation.

## Section 5 Sub-Section 6: Additional Requirements for TB Valuation in Scotland (Geographical Region 3)

* 1. Under the Tuberculosis (Scotland) Order 2013, as amended, the market value of a bovine animal for the purposes of payment of compensation (where the Scottish Ministers cause a bovine animal to be slaughtered under section 32 of the Animal Health Act 1981 in its application to tuberculosis), is determined:
		1. by agreement between the Scottish Ministers and the owner of the animal;
		2. by agreement between two Valuers, one appointed by the Scottish Ministers and the other by the owner of the animal;
		3. by one Valuer, appointed jointly by the Scottish Ministers and the owner of the animal; or
		4. failing agreement or appointment, by a Valuer nominated by the President of the Institute of Auctioneers and Appraisers in Scotland.
	2. If a Valuer is appointed under either 5.35.2, 5.35.3 or 5.35.4 of the above methods and is a Valuer on this framework, then the framework terms and rates will apply.
	3. Under the Tuberculosis (Scotland) Order 2013(as amended), only individuals acting alone may be appointed or nominated for the purposes of any of the above methods.
	4. Under the Tuberculosis (Scotland) Order 2013 (as amended), the Valuer or Valuers shall give the Scottish Ministers and the owner of the animal a certificate in writing of the value of the animal.
	5. Under the Tuberculosis (Scotland) Order 2013 (as amended) by The Tuberculosis (Miscellaneous Amendments) (Scotland) (No. 2) Order 2018, the maximum compensation payable where the Scottish Ministers cause a bovine animal to be slaughtered under the Animal Health Act in its application to Tuberculosis is currently set at £7500 for certified pure bred pedigree animals and £5000 for non-pedigree animals.
	6. When attending an Affected Premises to carry out a valuation, the appointed Valuer must be accompanied by a representative of the Authority and/or Other Contracting Body. The Authority and/or Other Contracting Body will supply pro-forma documents to be filled in by the Valuer and instructions on their completion. It is the responsibility of the Valuer to ensure they understand the requirements for recording the valuation. The Authority and/or Other Contracting Body representative is not permitted to express any opinion as to the value of the stock or in any way attempt to influence the valuation. They will need to ensure, however, that the paperwork is in order before it is signed.
	7. It is the responsibility of the Valuer to ensure that the information provided is consistent with all relevant legislative requirements. Where the Keeper disputes the valuation of only a few animals out of the total number valued, the Valuer may be contacted to determine whether they stand by their valuation of the animals in dispute.
	8. If a Keeper disputes the valuation, and the Valuer has confirmed that they are satisfied with the initial valuation, Scottish Ministers will arrange arbitration proceedings. On the basis that Scottish Ministers will be bound to seek to uphold the Valuer's valuation, the Valuer will usually be required to give evidence, either written, oral or possibly both, to demonstrate the assessment is based on a proper market valuation. For this reason, Valuers are required to make detailed notes and, where appropriate, record photographic evidence of the individual animal or herd they are valuing.

## Section 5 Sub-Section 7: Additional Requirements for TB Valuations in Wales (Geographical Region 1)

* 1. Notwithstanding the provisions of article 3 of the Diseases of Animals (Ascertainment of Compensation) Order 1959, the market value of a bovine animal which the Welsh Ministers cause to be slaughtered must be determined:
		1. by a Valuer appointed by the Welsh Ministers; or
		2. failing such appointment, by a Valuer named on a list maintained by the Welsh Ministers, nominated by the President of the Royal Institution of Chartered Surveyors or the President of the Central Association of Agricultural Valuers as the Welsh Ministers may decide in any particular case or class of case.
	2. A Valuer appointed or nominated under sub-paragraph 5.43.1 must be paid by the Welsh Ministers and must inform, in writing, the Welsh Ministers and the Keeper of the market value.
	3. The Authority calls the Contractor’s specific attention to Paragraph 2(4) of Schedule 1 of The Tuberculosis (Wales) Order 2010 which states that the market value of an animal is: *the price that* might *reasonably be expected would have been obtained for it from a purchaser in the open market at the time of valuation if the animal were not an affected animal or a suspected animal*.

## Section 5 Sub-Section 8: Monitoring and Justification Process in Wales

* 1. In order to address the risk of overcompensation, Valuers will be subject to on-going monitoring and scrutiny by the Monitor Valuers who are appointed directly by the Welsh Government and therefore sits outside of this framework. The Monitor Valuers will collectively assess, from information provided on a regular basis by APHA, whether a valuation is broadly in line with current market value, and will do so for all animals valued.
	2. The Monitor Valuers will meet on a monthly basis to review all valuations carried out in the previous month. If the Monitor Valuers consider that a valuation is not in line with market value (i.e. either significantly above or below the market value), they will advise the Welsh Government to issue a letter requesting further information from the Valuer, including comparable market data to support the valuation.
	3. Valuers must ensure that justification responses as and when requested, and automatic justifications for any animals valued above the thresholds, are submitted to the Welsh Government within a deadline of two weeks from the date of the letter.
	4. The Contractor must ensure that all justification responses and letters provide the requested information to satisfy the monitoring panel, for example relevant comparable market information.
	5. In addition to the above, Valuers will be automatically required to provide justification, including photographs, for all animals valued over thresholds determined by the Welsh Government. Automatic justification must be submitted to the Welsh Government’s TB Team within 2 weeks of the date of valuation. Standard justification forms will be provided for completion.
	6. The Monitor Valuers may also attend valuations to monitor and support Valuers on farm. Valuers may request the attendance of a Monitor Valuer on farm should they require support, but the final decision will rest with Welsh Government as to whether a monitor will attend.
	7. The Monitor Valuers may also routinely visit abattoirs to see TB reactor animals before they are slaughtered to assess whether the valuation is in line with market value.
	8. The automatic justification thresholds are subject to change and will be communicated to all valuers at the start of the framework and when any updates take place.

# Requirements Applicable to: Lot 2 Expert Valuation Services

* 1. This section 6 sets out the requirements for Lot 2, Expert Valuation Services. The requirements of this section 6 apply to delivery of services relating to Lot 2 only. This section 6 is devised into three sub-sections:
		1. Section 6 Sub-Section 1: Introduction to Lot 2
		2. Section 6 Sub-Section 2: The Expert Valuer’s Experience, Limitations & Working Practice
		3. Section 6 Sub-Section 3: Expert Determination & Arbitration

## Section 6 Sub-Section 1: Introduction to Lot 2

* 1. There may be some situations where the Keeper has a legal right to appeal against the original valuation. In the event of a valuation being disputed by the Keeper, which may be in connection to any valuation regardless of where said valuation is in connection to a Daily Routine Function, Outbreak or Incident, the Contracting Body may require the provision of Expert Valuation Services delivered by an Expert Valuer(s) with experience in valuing the class of animal/bird/other whose value is being disputed.

## Section 6 Sub-Section 2: The Expert Valuer’s Experience, Limitations & Working Practice

* 1. It is likely that when this Expert Valuation Service is required, the animals will be dead and disposed of. The Expert Valuer must assess the original valuation through a written assessment, based on the records, including digital photographs, that the original Valuer made in the original assessment alongside any representations made by the Keeper and/or the Authority or Contracting Body.
	2. The Expert Valuation Service is usually expected to be provided from the Contractor’s premises and the Contractor must provide their own computer and any other equipment required for the performance of the Expert Valuation Service. However, in some instances, the Expert Valuer may be required to travel and this will be specified and agreed at the time of that a Call-Off Contract is awarded.
	3. No Expert Valuer can be used to provide Lot 2 Services if they have been involved in the original valuation, either as a single valuer or a valuer employed under the same supplier. Unless in exceptional circumstances and when mutually agreed between the Authority and/or Other Contracting Body and the Keeper. The Authority and/or Other Contracting Body will require the Contractor to indicate how any perceived conflict of interest would be dealt with if performing the Service where the same Contractor provided the Lot 1 valuation.
	4. The Expert Valuer must;
		1. have at least 10 years of current UK professional experience in livestock/animal valuations (which would be specific to the class/species of animal being valued), or general agricultural valuing.
		2. Be any of the following:
			1. be registered as a Fellow with the Central Association of Agricultural Valuers (**CAAV);** or
			2. be a Fellow of the Institute of Auctioneers and Appraisers in Scotland **(IAAS**), or;
			3. be a Fellow with the Livestock Auctioneers Association (**LAA**),
			4. be a Fellow of the Royal Institute of Chartered Surveyors (**RICS**); or
			5. be a member of an equivalent trade association within the EU; or;
			6. be established and currently maintaining a specialisation in livestock/animal valuations. Note: that individuals or companies that fall into this group (i.e. do not meet one of the above professional registration criteria) may be required to provide evidence of their experience at any time during the life of the Framework Agreement.
		3. be willing and able to act as an expert witness in a court of law in England, Wales or Scotland.
		4. be capable of producing a written report of their findings in a set period of time. The period of time in which the report must be produced and the defined requirements will be specified at the time that a Call-Off Contract is awarded.

## Section 6 Sub-Section 3: Expert Determination & Arbitration

* 1. Subject to the relevant legislation, the Expert Valuer may be required to act in either Expert Determinator or as an Arbitrator (may be referred to as an arbiter in Scotland).
	2. Expert Determination refers to the process by which an Expert Valuer determines whether the original valuation was in accordance with market value or was above or below market value.
	3. When providing an Expert Determination Service, the Expert Valuer must provide a written decision to the Contracting Body specifying, with reasons where appropriate, the value of the animal in the opinion of the Expert Valuer following an assessment of any written representations that have been submitted to them.
	4. The Expert Valuer will receive the reasons of the appeal by the Keeper of the animals and a copy of the original valuation plus any photographic or other evidence that was taken into account by the original Valuer. The Expert Valuer may also ask the Authority and/or Contracting Body to give reasons why the original valuation should stand.
	5. The Expert Valuer is required to act as an independent expert, who has inquisitorial powers and makes a binding expert determination on the valuation of the animals.
	6. Alternatively, the Expert Valuer may be asked to provide an Arbitration Service. Acting as an arbitrator; in Scotland can be referred to as an “arbiter”.
	7. When providing an Arbitration Service, the Expert Valuer must comply with either:
		1. in England and Wales, The Arbitration Act 1996; or
		2. in Scotland, The Arbitration (Scotland) Act 2010.
	8. In order to Provide an Arbitration Service, the Expert Valuer must have undertaken arbitration training, such as that provided by RICS, the Chartered Institute of Arbitrators ([CIArb](http://www.ciarb.org/)), or other equivalent body. The Expert Valuer providing the Arbitration Service must be capable of determining the evidence submitted by the parties and writing up a binding arbitration valuation award that incorporates findings on the issues in dispute.
	9. In delivering the Arbitration Service, the Expert Valuer must allow each party a reasonable opportunity of putting their reasons forward regarding the appropriate valuation of the animals. The Expert Valuer must adopt procedures suitable to the circumstances of the particular case so as to provide a fair means for the resolution of the matter, in particular in determining the extent and type of evidence that can be submitted.

# Requirements Applicable to: Lot 3 Monitor Valuation Services Requirements

* 1. The Monitor Valuation Service will involve an audit of the range of valuations being submitted (this would be most likely to occur in a large Outbreak) and aims to ensure that Valuers and Expert Valuers are completing the valuation assessments correctly and consistently.
	2. The Monitor Valuation Service must be provided by a Monitor Valuer with appropriate skills and experience. A Monitor Valuer must have much greater depth of experience than an Expert Valuer or Valuer. A Monitor Valuer must meet the following criteria:
		1. have at least 15 years of current UK professional experience in livestock/animal valuations (which would be specific to the class/species of animal being valued), or general agricultural valuing; and
		2. have experience of acting in an advisory capacity to industry and/or government, and
			1. have experience of analysing valuation data, and
			2. be one of the following:
			3. be registered as a Fellow with the [Central Association of Agricultural](http://www.caav.org.uk/) [Valuers](http://www.caav.org.uk/) (“**CAAV**”); or
			4. be a Fellow of the [Institute of Auctioneers and Appraisers in Scotland](http://www.auctioneersscotland.co.uk/) (“**IAAS**”); or;
			5. be a Fellow with the [Livestock Auctioneers Association](http://www.laa.co.uk/) (“**LAA**”); or
			6. be a Fellow of the [Royal Institute of Chartered Surveyors](http://www.rics.org/) (“**RICS**”); or
			7. be a member of an equivalent trade association within the EU; or
			8. be established and currently maintaining a specialisation in livestock/animal valuations within a practise that operates professionally. Note that individuals or companies that fall into this group need to provide a CV and written references as part of their tender response, which will be verified.
	3. The Monitor Valuation Service would normally be provided from the Contractor’s premises (rather than on site at the AP) based on the records (including digital photographs) that Valuers and or Expert Valuers have made in the original assessment(s) of valuation. The Contractor must therefore provide all necessary equipment and facilities required for the performance of the Monitor Valuation Service. From time to time a Monitor Valuer may be required to travel and any such travel requirements will be specified at the time that a Call-Off Contract is awarded.

7.4 The Monitor Valuer may be invited to participate in telephone conferences with representatives of the Authority and/or Contracting body to discuss matters relating to valuation. The Services may also involve advice from the Monitor Valuer to help inform policy or to meet other advisory requirements.

# Schedule 2 - Safety, Health & Wellbeing - Respiratory & Protective Personal Equipment (R/PPE) to be Provided and Used by the Contractor.

* 1. Unless otherwise stated below, the meanings and definitions of capitalised words in this Schedule 2 have the same meaning as those in Schedule 1 Specification of Requirement.
	2. The Provider must supply the minimum equipment requirements below in sufficient quantities and within shelf life. All R/PPE **must be worn consistently and correctly** on all parts of the premises.

|  |  |
| --- | --- |
| ITEM | NOTES |
| Full Face Mask or Powered Hood and compatible FFP3 filters | If required, a full-face mask or powered hood must be worn by all contracted staff on site. Users of all close fitting RPE must be quantitative fit tested and clean shaven while wearing them. All powered RPE options must be current in an annual service.All users must be trained and competent in the use and application of RPE worn. |
| Wellington Boots with reinforced toe caps. | Suitable for cleansing and disinfecting. |
| Disposable hooded Coveralls | Coveralls must be of a suitable durability for the work intended and changed promptly if torn, wet or excessively soiled.Hood and sleeves must be correctly applied with legs covering/over wellingtons. Daily Routine FunctionOne disposable coverall can be worn. The coverall should not be re-used after a farm visit. (Non-disposable boiler suits or lab coat should not be used unless authorised).Outbreak or IncidentTwo disposable coveralls must be worn on the dirty side of an AP.All personal clothing (including hats) must not be removed from under coveralls or exposed while on the Premises.Hoods of disposable coveralls must be worn up on the dirty side of an AP unless the wearer is using a powered hood. |
| High Visibility Vest | Suitable for cleansing and disinfecting.Outbreak or IncidentTo be worn on both clean and dirty areas of an AP. No small sleeveless vests to be worn on site.All staff to be issued with separate clean and dirty use vest. The same high visibility vest must not be used in both areas.  |
| Disposable Gloves | 2 pairs of disposable non latex gloves (double layer) to be worn on the dirty areas of an AP, which must be replaced when heavily soiled or torn.Other heavier duty options can be worn as the second and outer layer, if necessary,  |
| Waterproof Jacket and Trousers (optional). | Suitable for cleansing and disinfecting. If used, they must be worn in addition to and under requisite layers of disposable coverall. |
| Defra Approved disinfectant and cleansing agents | Suitable for the disease and in compliance with the relevant disease control order. Used on entry, during and when leaving the premises. Stored, carried, prepared, and used in accordance with manufacturer safety data and at the correct legislative concentration specified.(<http://disinfectants.defra.gov.uk/DisinfectantsExternal/Default.aspx?Module=ApprovalsList_SI>  |

* 1. All disposable items of R/PPE must be disposed of according to APHA site arrangements. Reusable equipment must be suitably cleansed and disinfected between use, users and before leaving site.
	2. The Authority and/or Other Contracting Body may provide other necessary PPE or RPE for use by the Provider. Where necessary this will be confirmed at the time of the call off and may be charged for.
	3. The Authority may exempt via a site-specific Dynamic Risk Assessment any of the above standard R/PPE in extremes of heat or wet weather.

**APHA ADVICE ON PERSONAL PROTECTIVE EQUIPMENT (PPE) & RESPIRATORY PROTECTIVE EQUIPMENT (RPE)**

**Legislative Requirements**

The Personal Protective Equipment at Work (Amendment) Regulations 2022 came into force on 6th April 2022, they amend the 1992 Regulations, extending employers’ and employees’ duties regarding PPE to limb (b) workers. [Personal protective equipment (PPE) at work regulations from 6 April 2022 (hse.gov.uk)](https://www.hse.gov.uk/ppe/ppe-regulations-2022.htm)

**APHA decisions on PPE/RPE**

1. The Safety, Health and Wellbeing (SHaW) Team conduct Risk Assessments (RAs) and Control of Substances Hazardous to Health (COSHH) assessments on all activities and substances used or encountered in APHA respectively. These are documented and conclude the level of risks associated with an activity/substance. They also advise on what PPE or RPE must be worn. The items themselves and safety standard in particular must be complied with, and it must be noted that local variations are not permitted. All staff are reminded that non-compliance with the use of mandatory RA/COSHH requirements will constitute a breach of the Health and Safety at Work Act and thus they would be breaking both our own safety policies and ultimately, the law.
2. It should be noted that a review of PPE/RPE concluded that FFP3 full face masks and powered hoods would be issued to all APHA staff involved in responding to zoonotic respiratory risks such as Avian Influenza (AI), **this is also required by all contracted staff responding to AI**. Full-face items are legally subject to checks at appropriate frequency. All new field staff must undergo an APHA approved fit test on entry to APHA and then every three years to confirm what form of respiratory protection provides them best protection and which they must have available in case of such risks.

**Training**

1. The user will be aware of why PPE is needed, when to use, repair or replace it and its limitations. It is important that the users wear it consistently and correctly at all the times when exposed to the risks identified in the RA and COSHH assessments. Supervisors should ensure that there are no exemptions, e.g., for jobs which may take only a few minutes, and should make regular checks to ensure PPE is being consistently and correctly used.

**Maintenance**

1. PPE/RPE must be well looked after and properly accommodated when not in use, any maintenance schedules specified by the manufacturer or APHA on durable items, including recommended replacement periods and shelf-life, must be followed.

**European Standards for PPE/RPE**

1. Since July 1995 manufacturers and suppliers must ensure that all PPE they supply is marked to show that it complies with the appropriate European Standard wherever these standards are applicable. H&S will include the requisite standards of PPE/RPE in their assessed recommendations where applicable. Existing PPE, including that meeting British Standards (BS) can continue to be used provided it still offers adequate protection. A quick guide to the differences is as follows:
* the CE mark - signifies that PPE is approved and satisfies certain basic safety requirements, as tested and certified by an independent body;
* the EN number - indicates the European Standard under which approval has been given; similar to the BS and in many cases supplements or replaces the BS number. EN standards apply to a wide range (but not all) of PPE/RPE and, are particularly important on RPE;
* the Protection Factor - probably the most important marking on PPE/RPE is that which indicates the degree, type or level of protection offered by a piece of equipment; usually a co54mbination of letters and number.

##

**Schedule 3 – Conduct on Farm**

On appointment of an order to carry out valuation services under this Framework, please note the points below to ensure a successful interaction with the keeper.

You **must**:

* Ensure your safety is your top priority by following good industry practice and any instructions given to you by Keepers. Do not put yourself at risk, if you feel uncomfortable or unsafe leave the farm as quickly and safely and report your concerns to APHA.
* Clean and Disinfect (”**C&D**”) on and off the farm to avoid any potential spread of disease. This should be once you get out of your vehicle and then again before you get back in.
* Confirm your expected time of arrival to the Kepper and if this time changes, you must contact the keeper at the first opportunity and when safe to do so. If the Keeper is not available you must contact an APHA representative instead. This is to inform the Keeper that you are running late and what the updated arrival time may be.
* Treat the keeper and anyone else on farm with respect. Understand that this may be a distressing time for Keepers. You must endeavour to avoid any situations that may cause potential conflict and keep the conversation professional at all times. An example may be where a Keeper disagrees with a valuation, if this happens explain politely that based on current market values these are the values of the animals on the day.
* Leave the farm as quickly, safely and do not engage in any form of argument or retaliation if you are presented with threatening or aggressive behaviour and have concerns for your safety. You must then contact APHA as soon as possible to inform them of what has happened.
* Remember that you are representing His Majesty’s Government when carrying out services on our behalf. We are committed to engaging with Keepers, and the wider public, with integrity, honesty, objectivity and impartiality.