

7th October 2025

Invitation to Tender relating to Service Quality Regime System

Competitive Flexible Procedure

This draft ITT has been made available by XC as part of the procurement documents at this Conditions of Participation stage of the Project for the purposes of ensuring Bidders are able to understand XC's intended procurement process and evaluation approach. Whilst substantive amendments are not expected to be made, XC has expressly reserved the right to refine the award criteria contained within this draft ITT and this draft ITT is provided for information only at this stage. XC will issue an updated final version(s) of the ITT to the Bidders shortlisted to take part in the next stage of this procurement in due course. Bidders are not required to provide any response to the draft ITT at this stage. In accordance with Schedule 1 of the Invitation to Participate, Bidders are reminded that this ITT should be treated as confidential

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1. INTRODUCTION

- 1.1 XC Trains Limited (**XC**) is conducting this Procurement to select a supplier for the provision of a Service Quality Regime System.
- 1.2 The Procurement is being carried out under the Competitive Flexible Procedure, subject to the Procurement Act 2023 (**Act**). The procurement commenced with the publication of a Tender Notice reference 2025-000008 on 7th October 2025 via the Central Digital Platform.
- 1.3 This procurement process is being advertised and run by XC on its own behalf and on behalf of the successor operator of the rail passenger transport services in respect of a Service Quality Regime System. That successor operator will be a public sector company, is expected to be a wholly owned subsidiary of DfT OLR Holdings Limited and will be ultimately owned by the Secretary of State for Transport. The date for transfer of the current operations to the successor operator is not yet confirmed. Where the transfer is completed before Contract award under this procurement process, the successor operator may elect (but will not be obliged) to carry on with this procurement process in place of XC, by taking on the role of contracting entity from the date of completion of the transfer (with this notice and all other procurement documents to be interpreted accordingly). Where the transfer is not yet completed by the time of Contract award, contractual rights may be included in the contractual arrangements to enable transfer to the successor operator. Bidders should note that this procurement process (if ongoing), or any awarded Contract, may be included in a transfer scheme made by the Secretary of State under section 12 of the Railways Act 2005, or the transfer may be effected outside of, or separate from, such a scheme.
- 1.4 This document has been prepared to assist Bidders in deciding whether to submit a Tender in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
- 1.5 The contents of this Invitation to Tender (**ITT**) together with the associated documents form the procurement pack (**Procurement Pack**) for this Procurement process and are provided on the terms set out in this document.
- 1.6 Please note that this ITT contains information regarding XC's requirements for the Project and includes reference to the documentation which will be used to implement the Project. Note that XC or the successor operator reserves its right to modify the terms of the Procurement before the deadline for submitting tenders. In the event that XC decides to modify the terms of the Procurement, it will revise and republish the relevant documents and Tender Notice.
- 1.7 Any prospective Bidder taking part in this Procurement understands and agrees that any information provided as part of this Procurement will be shared with the successor operator as part of the transfer detailed in paragraph 1.3 above. The successor operator will have full autonomy to manage this Procurement including but not limited to the provisions of the Procurement Terms and Conditions.
- 1.8 Bidders must read and ensure compliance with the Procurement Terms and Conditions. This contains important information on key legal and commercial issues relating to this Procurement including warranties provided by each Bidder when responding to this ITT.
- 1.9 Common terms and expressions shall have the meanings ascribed to them in the glossary in Schedule 12.
- 1.10 All references to a "section" are to a section in the Act unless otherwise stated.
- 1.11 All references to a "paragraph" or "schedule" are to a paragraph or schedule of this document unless otherwise stated.
- 1.12 All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the relevant date (i.e. GMT/BST).

2. INTRODUCTION TO XC

- 2.1 XC Trains Limited (XC) operates passenger rail services over those routes listed within Appendix 2 of the ITP document. XC is a unique operation in that it runs from the Southwest in England to the North of Scotland and is the most extensive rail franchise in Britain, calling at more than 100 stations. XC serves 7 of the 10 largest UK cities with 7 routes radiating from a central hub in Birmingham.
- 2.2 The Service Quality Regime (**SQR**) was set up by the Department for Transport (**DfT**) to incentivise Train Operating Companies (**TOCs**) to ensure customer experience standards across the railway network are maintained and improved. The regime is defined in the National Rail Contracts (**NRCs**) that exist between TOCs and the DfT, including in XC's NRC. The NRC sets out the obligations that TOCs have to deliver to ensure compliance with the SQR, and the repercussions if they are not.
- 2.3 XC's SQR has been in place since late 2021 and has seen a few changes since it first started. XC is also proud to have helped the DfT trial changes to SQR during this time to pave the way for other TOCs following in the future.

3. THE PROJECT

- 3.1 This Procurement is undertaken by XC on behalf of itself and a successor operator of XC (as described in paragraph 1.3 above).
- 3.2 The key elements and strategic objectives of the Project are:
 - 3.2.1 A cloud-based database for all SQR-related data, including an SQ Register, reference data, inspection data and rectification evidence data and provision of inspection forms to be used by third party inspectors;
 - 3.2.2 An inspection forms system that will be used by third-party inspectors and Mystery Shoppers on their mobile devices to undertake and submit inspection data and provision of inspection-related notifications;
 - 3.2.3 A web-based Back-office System for XC users and inspections supplier quality controllers to view and work with inspection data including the recording of rectification evidence, and creation and maintenance of application programming interfaces (**APIs**);
 - 3.2.4 System functionality to generate email notifications in response to triggers linked to data being created or modified within the database;
 - 3.2.5 APIs to enable the system to integrate with other systems; and
 - 3.2.6 Reporting both on a regular cycle and as required.
- 3.3 The purpose of the Procurement is to select a supplier to provide a Service Quality Regime System.
- 3.4 The value of the Contract is as follows:
 - 3.4.1 £96,000 excluding VAT per annum
- 3.5 The Contract's duration is for three (3) years XC reserves the right to extend the Contract, in whole or in part, for up to two (2) additional years, in increments determined at its sole discretion, subject to mutual agreement of the parties. Please see the Draft Contract for further details.
- 3.6 Further information regarding the scope of the Project, XC's requirements and additional background information is contained in the Specification and all Bidders interested in the Project should carefully consider this information prior to submitting their Tender.

3.7 Service Levels, Service Credits and KPIs

- 3.7.1 The Service Levels, Service Credits and KPIs which are intended to apply to the goods/services/works being delivered will be set out in the finalised version of the Contract. Details of the Service Levels and Service Credits can be found within the documentation listed at paragraph 8.1 of this ITT.

3.8 Contract Risks

- 3.8.1 The Contract presents the following risks:
- (a) Change to the volume or proportional distribution of Inspections requested by the Department for Transport;
 - (b) Change to the Service Quality Schedule requested by the Department for Transport;
 - (c) Change to the supplementary guidance provided by the Department for Transport;
 - (d) Additional system integrations as may be requested by the Department for Transport; and/or
 - (e) Change to security standards
- 3.8.2 XC considers that these risks may jeopardise the performance of the Contract but, due to the nature of the risks, the risks cannot be addressed in the Contract as awarded. Therefore, XC reserves the right to modify the awarded Contract to address the risks in accordance with Schedule 8 of the Act.

3.9 Contract Terms

- 3.9.1 Details of the Draft Contract is at Schedule 4.

National Rail Contract (NRC) Obligations

- 3.9.2 As part of XC's ongoing obligations under the NRC, the Department for Transport (**DfT**) requires that key contracts have a direct agreement in place with the DfT. These agreements are called 'Umbrella Direct Agreements' (**UDAs**).
- 3.9.3 The DfT needs to hold a UDA with suppliers who hold "Key Contracts", i.e. a contract considered essential for the continued provision of rail passenger services.
- (a) A UDA is designed to cover any Key Contract that a supplier has with any Train Operating Company.
 - (b) UDAs give the DfT the assurance that services can continue in the unlikely event that a Train Operating Company runs into difficulties and their contract is terminated early.
 - (c) The DfT requires only one UDA to be in place for each supplier. It is possible that a Bidder already has an executed UDA through its association with another Train Operating Company. If this is the case, please make XC aware of the date this was executed via email within Question 17 of the Technical Mandatory Pass Fail questions PSQ and attach a copy of the UDA to their tender submission.
- 3.9.4 A UDA is advantageous for a supplier because:
- (a) It means that the supplier can continue to provide goods and services in circumstances where its contract with a Train Operating Company might otherwise be terminated;

- (b) It minimises the administrative burden of the supplier and the DfT negotiating individual direct agreements for each Key Contract to which it might be a party.

3.9.5 What is required from the successful Bidder?

- (a) Read the DfT Umbrella Direct Agreement guidance note and complete the Master Umbrella Direct Agreement Template, both of which are found in Schedule 11.
- (b) Complete the red sections on the cover page of the Template, then pages 1, 5 & 13 only (including the footer text in red font).
- (c) Sign on page 18.
- (d) Send the completed Template as part of your Final Tender submission via email to the email address provided in section 6.4 of the ITP. This will then be forwarded to the relevant team at the DfT for execution. Only the successful Bidder will have an executed UDA. For unsuccessful Bidders who have submitted a signed UDA, this will be destroyed.

4. PROCUREMENT PROCESS

4.1 This Procurement will follow the Competitive Flexible Procedure in accordance with the Act.

4.2 The process consists of three (3) stage procedure. Each stage of the process is summarised below.

4.3 Stage 1 – Invitation to Participate

- 4.3.1 Stage 1 commenced with the issuing of a Tender Notice (reference 2025-000008) on 7th October 2025 and the publication of the ITP.
- 4.3.2 The ITP included a Procurement Specific Questionnaire (**PSQ**) which all Bidders were required to complete and return in accordance with the Procurement Timetable and instructions within the ITP.
- 4.3.3 Bidders who were successfully shortlisted in Stage 1 were invited to participate in Stage 2.
- 4.3.4 Bidders should note that XC reserves the right to re-assess any response to the PSQ, in light of any new relevant information that comes to XC's attention. Please refer to the Procurement Terms and Conditions set out in Schedule 1 of this ITT.

4.4 Stage 2 – Invitation to Submit Final Tenders (ISFT)

- 4.4.1 Stage 2 will commence with the issuing of a letter inviting Bidders that have been successfully shortlisted at Stage 1 to submit their Final Tenders. XC will also publish the ISFT document setting out the confirmed Evaluation Criteria, evaluation methodology and any other details regarding this stage of the Procurement.
- 4.4.2 It is anticipated that Final Tenders will be evaluated in accordance with the requirements and evaluation criteria set out in paragraphs 7 to 10 of this ITT. Final Tenders must be submitted in accordance with the timetable and instructions set out in paragraph 5.4 and any additional information provided.
- 4.4.3 After the deadline for submission of Final Tenders, XC will reconsider, in respect of each Bidder that submitted a Final Tender, whether the Bidder or any related persons within its corporate group, Associated Persons relied on to meet the Conditions of Participation, or proposed sub-contractors, are Excluded or Excludable Suppliers and will consider whether to disregard the Final Tender submitted in accordance with its obligations under the Act. If the Bidder is an Excluded or Excludable Supplier only by virtue of an Associated person or proposed sub-

contractor, XC will notify the Bidder of its intention to disregard its tender and provide the Bidder with a reasonable opportunity to replace the Associated Person or sub-contractor. If as a consequence of this process XC disregards a tender from an Excluded or Excludable Supplier, or is aware of an Associated Person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit.

4.4.4 XC will assess all Final Tenders in order to identify the Bidder which has submitted the most advantageous tender in accordance with the assessment methodology and award criteria set out in the Tender Notice and described in the ISFT. In carrying out this assessment, XC will disregard any Final Tender from a Bidder that does not satisfy the Conditions of Participation. XC may also disregard a Final Tender:

- (a) from a Bidder that is not a United Kingdom supplier or a treaty state supplier (as defined in the Act) or that intends to sub-contract the performance of all or part of the Contract to a supplier that is not a United Kingdom supplier or a treaty state supplier (as defined in the Act); or
- (b) if the tender breaches a procedural requirement set out in the Tender Notice or associated tender documents; or
- (c) if the tender offers a price that XC considers to be abnormally low for the performance of the Contract. Where XC considers that a price offered by a Bidder in its tender is abnormally low, XC will notify the Bidder and give the Bidder a reasonable opportunity to demonstrate that it will be able to perform the Contract for the price offered. XC will only disregard the tender if the Bidder cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.

4.4.5 Once the assessment has concluded, XC will provide an assessment summary to all Bidders that submitted Final Tenders to:

- (a) inform them whether they have been successful in being awarded the Contract;
- (b) provide an explanation of the assessment of the Bidder's Final Tender against the relevant award criteria, in accordance with the requirements of the Act; and
- (c) where different to the Bidder concerned, provide information in respect of the most advantageous tender submitted, including details of the assessment of this Final Tender against the relevant award criteria and the successful Bidder's name.

4.4.6 Once the assessment summaries have been provided to the Bidders that submitted Final Tenders, XC will also publish a Contract Award Notice on the Central Digital Platform to commence the mandatory standstill period.

4.4.7 Subject to completion of the mandatory standstill period, Stage 2 will end with XC entering into negotiations with the Preferred Bidder.

4.5 Stage 3 – Preferred Bidder Stage

4.5.1 The highest scoring Bidder will be invited to engage in further discussions with XC as part of a Preferred Bidder stage. This stage will be used to finalise the Draft Contract terms and conditions, in accordance with the limitations set out in the Act. It is expected that the following matters will be discussed as part of this stage, noting that XC reserves the right to amend this list as required:

- (a) Schedule 4 – Draft Contract
- (b) Schedule 5 – Pricing Schedule
- (c) Schedule 6 – Technical Response Document

(d) Schedule 8 – Legal Commentary Table

- 4.5.2 Stage 3 will end with XC entering into the Contract with the Preferred Bidder and publication of a Contract Details Notice on the Central Digital Platform (within 30 days of the date on which the Contract is entered into). Where appropriate, a copy of the Contract may also be published on the Central Digital Platform.

5. PROCUREMENT TIMETABLE

- 5.1 The timetable for the Procurement is set out in the table below (**Procurement Timetable**). Deadlines for the submission of responses to XC are shown in **bold**. Please note that whilst XC intends to adhere to the timetable, it is indicative only and XC expressly reserves the right to amend the timetable at its discretion. In the event of any such changes, XC will notify all Bidders.
- 5.2 Bidders who wish to submit a Final Tender in response to this Procurement are required to complete and submit their Final Tender response (together with all relevant supporting documents) no later than 4pm 9th December 2025.
- 5.3 In the event that a Final Tender response is received after the deadline then the submission will be rejected unless the Bidder can demonstrate that its late submission was due to circumstances outside of its control. Following the provision of evidence by the Bidder, XC will make the decision regarding the acceptability of the late submission. The decision will be final. Technical difficulties will not be accepted as circumstances outside of the Bidder's control and Bidders must ensure they are confident a submission can be competently uploaded in sufficient time to allow the reporting of any such difficulties.

5.4 Timetable

Procurement stage	Date
Tender Notice issued on Central Digital Platform and ITP and draft ITT issued	07/10/2025
Deadline for clarification questions	17/10/2025
Estimated date for response to clarification questions	24/10/2025
Deadline for receipt of PSQ responses	03/11/2025
Evaluation of PSQ responses	14/11/2025
Notice to Bidder of outcome of PSQ evaluation	14/11/2025
Invitation to Tender process starts	14/11/2025
Deadline for clarification questions	24/11/2025
Estimated date for response to clarification questions	01/12/2025
Deadline for receipt of Final Tenders	09/12/2025
Evaluation of Final Tenders	09/01/2026
Preferred Bidder stage	16/01/2026
XC internal approvals	23/01/2026
DFT approvals	20/02/2026

Procurement stage	Date
Assessment summaries to Bidders of outcome of Final Tender evaluation and publication of Contract Award Notice	20/02/2026
Mandatory standstill period	20/02/2026
Contract mobilisation	March 2026

6. SUBMISSION INSTRUCTIONS

- 6.1 All responses should be made via email to the email address provided in Section 6.4 of the ITP by the response deadline set out in paragraph 5.4 of this ITT.
- 6.2 For technical support in connection with the submission, Bidders must submit their queries via email to the email address provided in Section 6.4 of the ITP.
- 6.3 Responses must comply with the instructions and requirements as set out in this document..
- 6.4 The following requirements must be adhered to when submitting responses:
- 6.4.1 The responses must be submitted in the English language.
 - 6.4.2 All financial information must be stated in GBP exclusive of VAT.
 - 6.4.3 The pages of the response documents must be numbered sequentially.
 - 6.4.4 Any additional pre-existing material which is necessary to support the response should be included as appendices with cross-references to this material in the main body of the response.
 - 6.4.5 Where documents are embedded within other documents. Bidders must upload separate copies of the embedded documents.
 - 6.4.6 Each response document must be uniquely named or referenced.
 - 6.4.7 A table of contents must be provided.
 - 6.4.8 Bidders should only submit such information as is necessary to respond effectively to these instructions and the Tender. Responses will be evaluated on the basis of the information submitted by the deadline.
- 6.5 When completing the response Bidders may enlarge the answer boxes to ensure it has sufficient space to respond. **Do not alter or amend the form in any other way.** In particular, Bidders should not make any alterations to the form or the questions asked. Bidders should keep answers as pertinent as possible and within any page limits set. Any part of a response which is above the page limit will not be considered.
- 6.6 Bidders should ensure that all questions are completed in full, and in the format requested. If the question does not apply to a Bidder, please state N/A. Should a Bidder need to provide additional information in response to the questions, please submit a clearly identified annex where permitted.
- 6.7 **Bidders should answer every question as instructed to do so.** Bidders should not assume that the officers evaluating the response will know about the Bidder's organisation or the work that the Bidder does. Bidders must answer the questions as fully as possible within any given constraints. Evaluators are not able to evaluate by reference to responses to other questions

so all responses must be self-contained, with no cross-referencing to other parts of the response.

- 6.8 Bidders should not provide any information (including promotional materials) other than that requested as XC will not consider it as part of the assessment process.
- 6.9 To ensure that the Bidder's documents will be able to be read by all evaluators, Bidders should ensure they use common document formats, such as Microsoft Office (Word, Excel) or Adobe Acrobat (pdf). Documents should not be submitted in non-standard formats as these may be inaccessible to XC for evaluation purposes and will not be reviewed. Documents containing macros, and documents submitted using the .rar format will also not be reviewed.
- 6.10 In order for evaluators to easily find all documents relevant to a question, it is vital that Bidders adhere to the instructions given here. Bidders should note within their response the names of any additional files provided in response to the question and ensure the file names are prefixed with the Bidder's name, followed by the question reference and the document description as follows:

[Bidder name – [(question reference)] – document description]

Naming the files in this way will enable all files relevant to each question to be easily located and presented to evaluators. Bidders should keep file names to a maximum of 80 characters in length.

6.11 Clarifications

- 6.11.1 Any requests for clarification relating to the Procurement must be submitted via email to the email address provided in Section 6.4 of the ITP, no later than the deadline in the timetable at paragraph 5.4 above to allow XC sufficient time to respond prior to the deadline for receipt of submissions. XC will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
- 6.11.2 Bidders should clearly reference the appropriate document from the Procurement Pack, and where appropriate the section and paragraph reference, to which their query relates.
- 6.11.3 XC reserves the right not to answer any requests for clarification submitted after the deadline set out in the timetable at paragraph 5.4 above or submitted via any other means than email to the email address provided in Section 6.4 of the ITP.
- 6.11.4 If Bidders identify a technical issue with submitting their response to the email address provided in Section 6.4 of the ITP they should contact XC without delay via the following contact point at:

Adrian Jones, Procurement Consultant

adrian.jones@crosscountrytrains.co.uk
- 6.11.5 In the interests of transparency, XC intends to disclose, in a suitably anonymised form to all Bidders, all queries received and XC's responses. Consequently, where a Bidder considers that its query is commercially sensitive then this must be clearly highlighted in the submission of the query. If XC considers, in its absolute discretion, that it is able to treat a query as confidential then it will do so. However, if XC considers, in its absolute discretion, that it is unable to treat the query on a confidential basis (whether in whole or part), then it will notify the Bidder and provide the Bidder with an opportunity to withdraw its query. If the Bidder does not withdraw its query XC will respond and where appropriate disclose that response to all Bidders.
- 6.11.6 However, and for the avoidance of doubt, XC:

- (a) reserves the right to provide any further, relevant information to Bidders, whether or not prompted by a Bidder's query, at all stages of this procurement process; and
 - (b) reminds Bidders that it is subject to the EIR.
- 6.11.7 Failure to fully complete the Final Tender submission or provide any required documentation to answer any question may preclude consideration of any Final Tender response. However, XC reserves the right, at its discretion, to request further relevant information in writing from any Bidder by way of clarification.
- 6.11.8 Where a Bidder has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, other information considered appropriate by XC may be accepted. Bidders should notify XC as soon as possible if they consider it is not able to submit any required information setting out the reason why and any proposed alternative information they would like to be considered.

6.12 Consortium bids and sub-contracting

- 6.12.1 Please note within this document and unless otherwise stated, the term **Bidder** refers to a sole proprietor, partnership, incorporated company, cooperative or consortium (as equity participant with the delivery vehicle) as appropriate.
- 6.12.2 XC requires all Bidders to identify in their PSQ response whether and which subcontracting or consortium arrangements apply in the case of their tender, and in particular specify the share of the Draft Contract they intend to sub-contract, any proposed sub-contractors, and precisely which entity the Bidder proposes to be the main Bidder.
- 6.12.3 XC recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Bidders are reminded that any future change in relation to consortia and sub-contracting must be notified to XC, in writing to the email address provided in Section 6.4 of the ITP, so that it can make a further assessment by applying the selection criteria to the new information provided.
- 6.12.4 Please note that any further assessment may result in de-selection of the Bidder.
- 6.12.5 Where the Bidder comprises two or more legal entities it may, if successful at the award stage, be required by XC to form a specific legal entity prior to entering into any Contracts with XC relating to the Project.
- 6.12.6 Where a Bidder relies on other contracting parties to deliver the Project it may, if selected, be required by XC to enter into guarantees, collateral warranties or put in place other contractual arrangements XC considers appropriate for the Project.

6.13 TUPE

- 6.13.1 XC expects that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**TUPE Regulations**" where such term shall be deemed to include, and be by reference to, any amendment made in respect thereof including but limited to being incorporated into UK Law) will not apply to this tender.
- 6.13.2 XC makes no representation or warranties as to whether or not the TUPE Regulations will apply or as to the identity of any potentially transferring employee.
- 6.13.3 Bidders must take their own independent advice as to the application of the TUPE Regulations and are required to set out in their tender submission their detailed assumptions as to the application for the TUPE Regulations and the basis upon which they intend to present their tender submission. Bidders are also required to set out in detail their rationale for their view as to whether the TUPE Regulations

apply, the effect on any relevant employees and the resulting effect on the Bidder's pricing.

6.14 Generative Artificial Intelligence

- 6.14.1 Bidders should identify if they have used any forms of generative artificial intelligence software or platform (AI) in responding to this ITT. Bidders should identify:
- (a) the question; and
 - (b) which AI platform/solution has been used.
- 6.14.2 In submitting a Final Tender, Bidders are deemed to confirm all of the following in respect of any such responses identified above for which AI has been used:
- (a) That the use of any AI in generating any responses is in accordance with the Cabinet Office Guidance to civil servants on use of generative AI (<https://www.gov.uk/government/publications/guidance-to-civil-servants-on-use-of-generative-ai/guidance-to-civil-servants-on-use-of-generative-ai>) (as may be updated from time to time).
 - (b) That the AI platform/solution uses a closed model where the data is not used for training any models and where there is enhanced security. The use of open models such as Chat GPT and Google's Bard are not permitted; and
 - (c) That the use of any AI in generating any responses complies with all applicable confidentiality and data protection laws and obligations relating to the same for this Procurement.

7. EVALUATION OF FINAL TENDERS

- 7.1 The Final Tender will be formally evaluated in accordance with this paragraph 7 and the respective workstream sections, leading to the selection of the Preferred Bidder and award of the Contract will be on the basis of the most advantageous tender determined in accordance with XC's evaluation criteria as set out in paragraph 7.6.
- 7.2 XC reserves the right, but is not required, to clarify submissions and/or request further information from Bidders.
- 7.3 XC will firstly establish whether each Bidder in submitting its Final Tender has complied with the bid requirements set out in the ISFT and has signed and returned the various compliance declarations and documents. Bidders who are found not to have provided a complete and compliant Final Tender in accordance with the requirements may be rejected.
- 7.4 XC reserves the right to reject or disqualify a Bidder where:
- 7.4.1 a submission is late, is completed incorrectly, is materially incomplete, is submitted in any other format than via email to the email address provided in Section 6.4 of the ITP or fails to meet XC's submission requirements which have been notified to Bidders;
 - 7.4.2 the Bidder either fails to return the certificates, forms and/or qualifies or amends the certificates in a manner not provided for by XC;
 - 7.4.3 the Final Tender cannot lawfully be accepted;
 - 7.4.4 the Bidder (including any member of a consortium or a sub-contractor being relied on to pre-qualify for the Project) is unable to satisfy the requirements of the PSQ at any stage during the Procurement process;

- 7.4.5 the Bidder (including any member of a consortium or a sub-contractor being relied on to pre-qualify for the Project) is guilty of material misrepresentation or false statement in relation to its application and/or the process;
- 7.4.6 the Bidder (including any member of a consortium or a sub-contractor being relied on to pre-qualify for the Project) contravenes any of the terms and conditions of this ITT and/or the associated documentation;
- 7.4.7 there is a change in identity, control, financial standing, structure or other factor affecting the Bidder (including any member of a consortium or a sub-contractor being relied on to pre-qualify for the Project) which XC considers would have resulted in that Bidder not being shortlisted;
- 7.5 The disqualification of a Bidder will not prejudice any other civil remedy available to XC and will not prejudice any criminal liability that such conduct by a Bidder may attract.

7.6 Evaluation of Final Tenders

- 7.6.1 Final Tenders will be evaluated under three main Contract award criteria (**Level 1 Evaluation Criteria**), as follows:
- (a) Technical 55% and Pass/Fail
 - (b) Legal 5% and Pass/Fail
 - (c) Commercial 40%
- 7.6.2 The level 1 Evaluation Criteria is split into level 2 sub-criteria for each workstream (**Level 2 Evaluation Criteria**). The weightings assigned to the level 2 Evaluation Criteria are outlined in the table below.

Level 1 Evaluation Criteria	Level 1 Weighting	Level 2 Evaluation Criteria	Level 2 Weighting
Technical	55%	Technical Evaluation	100%
	Pass/Fail	Mandatory Pass/Fail	Pass/Fail
	For Information Only	Technical (For Information Only)	Non-Scored
Legal	5%	Mark-up of Draft Contract	100%
	Pass/Fail	Mandatory Pass/Fail	Pass/Fail
Commercial	40%	Pricing Schedule	100%

- 7.6.3 Evaluation of Tenders will be undertaken by a panel of evaluators appointed by XC. Each panel member will first undertake an independent evaluation of the tender responses, applying the relevant evaluation criteria. Following completion of individual evaluations, a moderation meeting will be held at which the evaluation panel will reach a consensus score and reasons for the marking of each question but if a consensus score cannot be achieved, the final score for each question will be decided by the majority score awarded.
- 7.6.4 The evaluation team will score the Bidder's response to each sub-question on a scale of 0 to 5 by reference to the scoring methodologies set out above. All scores will be moderated on a consensus basis but if a consensus score cannot be

achieved, the final score for each question will be decided by the majority score awarded.

- 7.6.5 Where a score is awarded and subject to compliance with any mandatory requirements/minimum thresholds, the score the Bidder achieves for each question will then be converted to give its percentage mark for each level 3 Evaluation Criteria. For example, if a Bidder is awarded a score of 3 out of 5 for a question with a percentage weighting of 4%, its percentage score for that question will be 2.4% (i.e. $3/5 \times 4 = 2.4$).
- 7.6.6 The weighted scores for the level 3 Evaluation Criteria will be added together to determine the Bidder's scores for each of the level 2 Evaluation Criteria. Bidders' total score for the Level 2 Evaluation Criteria will then be multiplied by the relevant Level 2 weighting percentage set out in the table at paragraph 7.6.2 above to determine the Bidder's percentage marks scored under each of the Level 2 Evaluation Criteria.
- 7.6.7 The weighted scores for the level 2 Evaluation Criteria will be added together to determine the Bidders' scores for each of the level 1 Evaluation Criteria. The Bidder's total score for the level 1 Evaluation Criteria will then be multiplied by the relevant level 1 weighting percentage set out in the table at paragraph 7.6.2 above to determine the Bidders' percentage marks scored under each of the level 1 Evaluation Criteria.
- 7.6.8 The scores for the level 1 Evaluation Criteria will then be added together to give an overall weighted score for each Bidder (**Total Bidder Score**). The Total Bidder Score will be calculated to 2 decimal places. The Bidders will then be ranked based on their Total Bidder Score. The Bidder ranked first will be the most advantageous tender and will proceed to the Preferred Bidder Stage as detailed in paragraph 4.5 of this ITT.
- 7.6.9 Tie Breaker**
- (a) In the event that two or more Bidders have the same Total Bidder Score, XC will use a tie breaker process to determine which Bidder will be awarded the Contract.
 - (b) XC will use one or more tie breakers until there is a clear winner.
 - (c) The application of a tie breaker will be as set out below. If at any step this produces a clear result which differentiates the Bidders who have the same score, the process will be terminated.
 - (d) If two or more Bidders receive the same final mark (scored to 2 decimal places) the winning Bidder will be decided by the highest score achieved in response to the Technical Submission. If the tie remains after comparing scores against the first tie break, the same process will be used based on the following questions until the tie is broken.
 - (e) 1st Tie Break = Bidder with the highest Technical submission score.
 - (f) 2nd Tie Break = Bidder with the highest question 1 score of the Technical Evaluation section.
 - (g) 3rd Tie Break = Bidder with the highest question 8 score of the Technical Evaluation section.

8. TECHNICAL WORKSTREAM

8.1 Final Tender Requirements

The table below summarises the Technical submission requirements for the Final Tenders for the Technical Workstream.

Document	Final Tender Submission Requirements
SQR System – Supplier Response Template (Mandatory)	Bidder to complete and return
Technical Evaluation Questions Response	Bidder to complete and return
Mobilisation Plan	Bidder to complete and return

8.2 Technical Evaluation Criteria

8.2.1 The level 1 Evaluation Criteria for the Technical Workstream is divided into Mandatory Requirements and Technical Evaluation Questions (**Level 2 Evaluation Criteria**); and further split into a number of level 3 sub-criteria (**Level 3 Evaluation Criteria**) as set out below.

8.2.2 Summary table of the Technical evaluation criteria and weightings

Level 1 Evaluation Criteria	Level 2 Evaluation Criteria	Level 3 Evaluation Criteria	Weighting
Technical	Mandatory Pass/Fail	1. Database Questions 4.1 – 4.1.5	Pass/Fail
		2. Inspection forms Questions 4.2 – 4.2.3	Pass/Fail
		3. Back office Questions 4.3 – 4.3.5	Pass/Fail
		4. Notification, API and reporting Questions 4.4 – 4.6.2	Pass/Fail
		5. Service management and reporting Questions 4.7 – 4.8	Pass/Fail
		6. Implementation Questions 4.9	Pass/Fail
		7. Service level requirements Questions SLA-001 – SLA-015	Pass/Fail
		8. Systems assurance plan Questions SAP-001 – SAP-004	Pass/Fail
		9. Cyber security Questions CSR-001 – CSR-020	Pass/Fail
	Technical Evaluation Questions	System solution Question 1	20%
		Inspection form Question 2	15%
		Back-office Question 3	15%
		Other systems Question 4	10%
		Reporting Question 5	5%
		Support Question 6	5%

Level 1 Evaluation Criteria	Level 2 Evaluation Criteria	Level 3 Evaluation Criteria	Weighting
		Collaboration Question 7	5%
		Mobilisation Question 8	20%
		Additional features Question 9	5%

8.2.3 As stated in paragraph 7.6.2 above, the Bidder's response to the Technical element in the Final Tender will count for 100% of the total marks available for its tender. The percentage weightings attributable to each question are shown in the table above. In completing their responses to the questions, Bidders should have regard to the requirements for each question and the associated criteria and scoring methodologies as set out in paragraph 8.

8.3 Technical Evaluation Questions

8.3.1 The **Technical Evaluation Questions** are set out in the table below. Schedule 6 contains the *Technical Response Documents* where Bidders should complete their responses to each question. Bidders must achieve the minimum score as indicated by the scoring criteria, for each question, in the table below. Failure to meet this threshold will result in the Bidder's Final Tender being deemed non-compliant and result in the Bidder being excluded from the Procurement.

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
1	System solution	Please describe and justify your proposed system solution for the areas set out below with an explanation of how each will meet XC's requirements: 1. Data storage and management 2. The mobile inspection form system 3. The back-office management system 4. Rectification evidence management 5. Data quality management tools 6. Auditability of changes and corrections to data	20%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 2500 words.	A
2	Inspection form	Please describe and justify your proposed approach to setting up the inspection forms for each of the three regimes and how it will meet XC's requirements. Please include: 1. Considerations for the users and environment in which the forms will be used. 2. Your proposed approach for developing the forms in	15%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 1500 words.	A

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		<p>collaboration with XC and its inspections supplier.</p> <p>3. How the forms will enable different types of questions to be asked, with the ability for supporting evidence to be uploaded, branching to skip non-applicable questions and the ability to show supporting guidance to help users interpret questions.</p> <p>4. Your recommendation for how the forms and/or apps can be rolled out to mobile devices held by the inspectors and mystery shoppers</p> <p>5. How the forms will be maintained, updated and refined on an ongoing basis, both from changes to the SQR structure and from inspector feedback</p> <p>6. Considerations for users with specific needs, compatibility with assistive technology such as screen readers, the extent to which your solution complies with WCAG 2.2 AAA</p> <p>7. Your approach to user licensing and whether there are any limits on numbers of users.</p>				
3	Back-office	<p>Please describe the functionality and design of your back-office system and how it will meet XC's requirements. Please include:</p> <p>1. How the system will be accessible to the users from each party involved (XC, inspections supplier, DfT, auditors)</p> <p>2. How the system looks and is structured including considerations to make it intuitive and optimised for the most common tasks</p> <p>3. How data can be browsed through and simple exports can be created quickly</p> <p>4. The workflow for identifying the requirement for and uploading rectification evidence</p>	15%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 1500 words.	A

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		<p>5. The workflow for quality checking data, raising interventions and making auditable data changes</p> <p>6. The capabilities for users setting up bespoke notifications to distribution lists of recipients.</p> <p>7. Considerations for users with specific needs, compatibility with assistive technology such as screen readers, the extent to which your solution complies with WCAG 2.2 AAA</p> <p>8. Your approach to user licensing and whether there are any limits on numbers of users.</p>				
4	Other systems	<p>Please describe the capabilities of your system for interfacing with other systems by means of an API and how these will meet XC's requirements. Please include:</p> <p>1. Details of the API functions and associated documentation</p> <p>2. Details around how the system can interact with APIs of other 3rd party systems to push and pull data</p> <p>3. Any specific features of the system which have been built using these interfaces to automate common processes and reduce manual effort</p> <p>4. Your proposed approach for working with other third parties to set up new interfaces between systems.</p> <p>5. Your approach to user licensing and whether there are any limits on numbers of users.</p>	10%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 1000 words.	A
5	Reporting	Please explain your system's capabilities for reporting and how these will	5%	Bidder must achieve a score of 3	Word Count Maximum:	A

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		<p>meet XC's requirements. Please include:</p> <ol style="list-style-type: none"> 1. Details of built-in reporting tools and how these will assist you in meeting the requirements 2. How it is proposed that XC's specific reporting requirements are met. 2. How the structure of data within the system enables maximum possible reporting opportunities either using built-in tools or by connecting external tools such as Power BI. 3. Explain your capabilities for reporting upon files uploaded to the system such as photos and documents. 		or higher to pass this question.	1000 words.	
6	Support	<p>Please describe and justify your proposed arrangements for providing support for the system to both XC and its inspections supplier and how it will meet XC's requirements. Please include:</p> <ol style="list-style-type: none"> 1. Your proposed provision and method of support (hours of operation, phone/email/other) 2. Your proposed approach for providing suitable training materials and/or training sessions 3. Considerations for users with additional accessible needs 	5%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 1000 words.	A
7	Collaboration	<p>XC is seeking to build a strong collaborative relationship between itself, the inspections supplier and the systems supplier. Please describe how you would facilitate the three parties working together to achieve continuous improvement of the inspections, data and ultimately a better customer experience for XC's customers.</p>	5%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 500 words.	A

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
8	Mobilisation	<p>Please describe how you would approach mobilising this new operation noting the requirement to be able to mobilise within 8 weeks from contract award. Please include details on:</p> <ol style="list-style-type: none"> 1. Development, configuration and UAT 2. Training 3. Deployment to devices 4. A mobilisation plan with all activities, milestones, dates and dependencies 5. Communication/meeting plan to keep XC appraised and involved 6. The enhanced service or support provisions during the bedding in period 7. Identified risks and issues 8. How the mobilisation plan will deliver all of the requirements on time 9. Details of contingency allowances 	20%	Bidder must achieve a score of 3 or higher to pass this question.	<p>Word Count Maximum: 2000 words.</p> <p>Bidders must supply a detailed mobilisation plan along with their response to this question.</p>	A
9	Additional features	<p>Please describe any additional features, services or innovations you can offer that go above and beyond the stated requirements that will help XC gain greater insight into the end-to-end customer journey. Your response should clearly demonstrate relevance to the requirements and be deliverable within the pricing submitted.</p> <p>As part of your response, please describe how the system could be used for other non-SQR surveys of a similar nature (such as surveys at stations). Please also describe what functionality your system may have for pulling in data from rail industry sources to help contextualise SQR</p>	5%	Minimum scoring does not apply to this question.	<p>Word Count Maximum: 1000 words</p>	B

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		results (such as delay minutes, train formations, passenger loadings).				

8.4 Scoring Methodologies

- 8.4.1 The Technical Mandatory Pass/Fail Questions will be evaluated with the scoring methodology below. Bidders must pass all questions. Failure to pass all questions will result in the Bidder's Final Tender being deemed non-compliant and result in the Bidder being excluded from the Procurement.

Pass/Fail Methodology

Score	Description
Pass	The Bidder has selected 'Yes' as their response to the question, indicating that they meet the question's requirements.
Fail	The Bidder has selected 'No' as their response to the question, indicating that they cannot meet the question's requirements.

- 8.4.2 The Technical Evaluation Questions set out in the table in paragraph 8.3.1 will be evaluated in accordance with the various scoring methodologies below.

Scoring Methodology A

Score	Description
5	The response covers all of the items detailed within the question. The response has a very high level of relevant and detailed information. There are no issues, weaknesses or omissions. The response provides a very high level of confidence in the Bidder's ability.
4	The response covers almost all of the items detailed within the question or the response has relevant and detailed information. There are only a few minor issues, weaknesses or omissions or the response provides a high level of confidence in the Bidder's ability.
3	The response covers most of the items detailed within the question or the response is not fully detailed. There are some weaknesses, issues or omissions within the response or the response provides a moderate level of confidence in the Bidder's ability.
2	The response covers some of the items detailed within the question or there are some weaknesses, issues or omissions within the response or the response provides a low level of confidence in the Bidder's ability.
1	The response fails to cover most of the items detailed within the question or the response is lacking significant detail. The response has many weaknesses, issues and omissions or the response provides a very low level of confidence in the Bidder's ability.

Score	Description
0	No response or does not answer the question

Scoring Methodology B

Score	Description
5	Exceptional added value; highly relevant to the services and likely to deliver significant benefits.
4	Strong added value; well-aligned with the services and likely to deliver measurable benefits.
3	Clear added value; relevant and feasible, with moderate benefits.
2	Some added value; partially relevant or weakly evidenced with little benefit.
1	Minimal added value; lacks relevance, clarity, or feasibility and unlikely to deliver any benefit.
0	No response or does not answer the question.

9. LEGAL WORKSTREAM

9.1 Final Tender Requirements

The table below summarises the submission requirements for the Final Tenders for the Legal Workstream.

Document	Final Tender Submission Requirements
TERM SUPPLY AGREEMENT FOR SERVICES AND OR SOFTWARE	Bidder to confirm acceptance of the Draft Contract, review paragraphs 9.2 and 9.3 of this ITT prior to completing and returning submission for the legal workstream

9.2 Legal Evaluation Criteria

9.2.1 The table below summarises the evaluation criterion for the Legal Workstream.

Level 1 Evaluation Criteria	Level 2 Evaluation Criteria	Weighting
Legal	Mark-up of the Contract	100%

9.2.2 As stated in paragraph 9.2.1 above, the Bidder's response to the Legal element in the Final Tender will count for 100% of the total marks available for its Final Tender.

In completing their mark-up of the Draft Contract, Bidders should have regard to the scoring methodology as set out in paragraph 9.3.1 below.

- 9.2.3 Bidders are required to provide a clean and redline mark-up of the Draft Contract and a commentary on the same using the "Legal Commentary Template" found at Schedule 8.
- 9.2.4 Bidders are not permitted to mark-up the provisions of the Draft Contract set out below. Any mark up of these provisions by Bidders will be deemed as non-compliant and result in the Bidder being excluded from the Procurement:
- (a) Clause 2 - Term
 - (b) Clause 14 - Compliance Requirements
 - (c) Clause 23 - Insurance
 - (d) Clause 24 - Termination
 - (e) Clause 31 - Assignment, Transfer and Novation
 - (f) Clause 41 - Governing Law and Jurisdiction
 - (g) Schedule 4 - Cyber Security Requirements
 - (h) Schedule 7 (para 4) - Anti-Bribery and Anti-Corruption
 - (i) Schedule 7 (para 5) - Modern Slavery
 - (j) Schedule 7 (para 8) - Key Contract
 - (k) Schedule 7 (para 9) - Information Sharing with the Secretary of State
 - (l) Schedule 7 (para 10) - National Minimum Wage
 - (m) Schedule 7 (para 11) Freedom of Information
 - (n) Schedule 7 Appendix 1 Code of Conduct
- 9.2.5 XC reserves the right to revise and re-issue the Draft Contract throughout the Procurement process.

9.3 Scoring Methodology

- 9.3.1 Final Tenders will be scored on the basis of how far they diverge from the Draft Contract issued by XC using the scoring methodology set out below. Scores will be allocated on the basis of which scoring description best fits the response provided.

Score	Description
5	All terms accepted with no mark-up of the Terms and Conditions
4	Mark-up of the Terms and Conditions which creates a minimal or negligible risk transfer to XC
3	Mark-up of the Terms and Conditions which creates a moderate transfer of risk to XC
2	Mark-up of the Terms and Conditions which creates a significant transfer of risk to XC

1	Mark-up of the Terms and Conditions which creates a material or extensive transfer of risk to XC
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10. COMMERCIAL WORKSTREAM

10.1 Final Tender Requirements

The table below summarises the submission requirements for the Final Tenders for the Commercial Workstream.

Document	Final Tender Submission Requirements
Pricing Template – System	Bidder to complete and return

10.2 Commercial Evaluation Criteria

10.2.1 The table below summarises the evaluation criterion for the Commercial Workstream.

Level 1 Evaluation Criteria	Level 2 Evaluation Criteria	Weighting
Commercial	Price	100%

10.2.2 As stated in paragraph 10.2.1 above, the Bidder's response to the Commercial element in the Final Tender will count for 100% of the total marks available for its tender.

10.2.3 Bidders are required to submit their price in the Pricing Schedule at Schedule 5. The price for the purposes of evaluation is the figure indicated in cell G27 of the Pricing Schedule. This is a pre-populated formula, as defined by XC, to calculate the price and Bidders are not permitted to edit this formula in any way.

10.2.4 Any price which is more than double the lowest price will receive a score of 0%.

10.2.5 The Commercial evaluation will be scored as follows:

$$\frac{\text{Lowest price}}{\text{Bidder's price}} \times \text{Weighting (40\%)}$$

Example Calculation

	Price	Calculation	Score
Bidder A	£50,000	$(50,000 / 50,000) \times 40\%$	40%
Bidder B	£60,000	$(50,000 / 60,000) \times 40\%$	33.33%
Bidder C	£65,000	$(50,000 / 65,000) \times 40\%$	30.77%

SCHEDULE 1- PROCUREMENT TERMS AND CONDITIONS

PROCEDURAL REQUIREMENTS

The Procurement Terms and Conditions set out in this ITT and in Schedule 1 of the ITP contain procedural requirements which Bidders must follow. Where there is a conflict between this ITT and the ITP, the terms of this ITT shall prevail. Failure to comply with or follow any procedural requirement may result in the exclusion of the Bidder from the Procurement at XC or the successor operator's sole discretion.

SCHEDULE 2

Service Quality Regime System Specification

SYSTEM REQUIREMENTS

Service Quality Regime

23 September 2025

Summary

This document sets out CrossCountry's (XC) requirements for the system it requires to deliver its obligations for the Service Quality Regime as defined by the Department for Transport and to ensure that as much value as possible can be derived from having the regime in place.

1. INTRODUCTION TO THE SERVICE QUALITY REGIME

The Service Quality Regime (SQR) was set up by the Department for Transport (DfT) to incentivise Train Operating Companies (TOCs) to ensure customer experience standards across the railway network are maintained and improved. The regime is defined in the National Rail Contracts (NRCs) that exist between TOCs and the DfT. This contract sets out the obligations that TOCs must deliver to ensure compliance with the contract and the repercussions if they are not.

XC's SQR has been in place since late 2021 and has seen a few changes since it first started. XC is also proud to have helped the DfT trial changes to SQR during this time to pave the way for other TOCs following in the future.

Trains, remote contact channels and information platforms are in scope for XC across three regimes: Train Service, Customer Service, and Accessible Customer Service. Other operators also have stations in scope, but XC do not operate any stations and therefore are unaffected by this. At present, are required to undertake 200 Train Service Quality Inspections (TSQI), 60 Customer Service Quality Inspections (CSQI) and 30 Accessible Customer Service Quality Inspections (ACSQI) in each 4-week railway period.

For all regimes, the DfT have defined a hierarchical structure of failure criteria which are inspected by a third-party supplier. The inspection results are used to calculate pass rates which are the performance measure on which XC is judged. In addition, for the Train Service Regime (TSR), XC is also required to evidence that inspected faults have been fixed by means of recording Rectification Evidence within set timescales. The success of doing this also factors into the pass rates of the TSR.

XC's SQR is subject to an annual independent audit undertaken by a third-party supplier. Both XC and its SQR suppliers are in scope for this as it helps the DfT to ensure that obligations are being met and published pass rates are an accurate reflection of what is being inspected.

2. XC'S APPROACH TO DELIVERY

XC has previously used one supplier to both undertake inspections and manage the supporting systems for its SQR's. This time around, separate tenders are being run for an inspections supplier and a systems supplier, although suppliers can of course bid for both tenders if they have the required capabilities. Suppliers that are intending to bid for both tenders are required to make their bids standalone for each part so as not to inadvertently rule themselves out of securing only one of the contracts. Any efficiencies from a supplier securing both contracts would be discussed following the tender process but will not factor into the evaluated scoring.

It is planned that the delivery of the SQR's will be split between the two suppliers as follows:

Inspections supplier	Systems supplier
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Train Service Quality inspections (TSQI) by inspectors	SQR database (reference data, SQ Register, inspection data, rectification evidence, records of interventions)
Customer Service Quality inspections (CSQI) by mystery shoppers	Inspection forms to be used by inspectors and mystery shoppers
Accessible Customer Service Quality inspections (ACSQI) by mystery shoppers with additional accessible needs.	Back-office system
Provision of mobile devices for running inspection forms.	Inspection-related notifications
Inspection data quality assurance	APIs
	Reporting

3. HIGH LEVEL REQUIREMENTS

XC require a supplier to provide it with an SQR system. It must comprise of:

- A cloud-based database for all SQR-related data, including an SQ Register, reference data, inspection data and rectification evidence data
- An inspection forms solution that will be used by third-party inspectors and mystery shoppers on their mobile devices to undertake and submit inspection data
- A web-based back-office system for XC users and inspections supplier quality controllers to view and work with inspection data including the recording of rectification evidence
- Email notifications in response to triggers linked to data being created or modified within the database
- APIs to enable the system to integrate with other third-party systems
- Reporting both on a regular cycle and as required.

The successful supplier will also be able to demonstrate a robust implementation plan and strong service management including provision of support to both XC and its inspections supplier.

4. DETAILED REQUIREMENTS

4.1 Database

- The supplier must provide a cloud-based database solution to hold all data relating to SQR throughout the life of the contract. This includes reference data, the SQ Register, inspection data, rectification evidence and records of interventions, all of which are described below.
- All data must be stored in data centres within the United Kingdom.
- Data must never be fully deleted from the database, and a full audit trail of all data changes must be maintained. This means that there must be full version control in place for all tables in the database.
- All data must be handled securely both in terms of storage and transmission. This includes the requirement for data to be sufficiently backed up so as to avoid any data loss.
- Data must be stored in the database in a carefully considered structured manner so as to ensure maximum reporting capabilities. This includes the relating of inspection data back to the appropriate columns in reference data tables and SQ Register tables.
- It must be possible to export all data from the database at any time, and in particular at the end of the contract in the event that another supplier takes SQR forward for XC. This export must be in a suitable open format such that it can be imported by a new supplier, should this be required.
- XC uses Microsoft Power BI for insights and reporting in relation to SQR data. It must therefore be possible for XC employees to connect directly to the database by some means with read only credentials in order to extract data from the database.

4.1.1 Reference data

- XC will provide a set of reference data tables in spreadsheet format that will need to be imported and maintained by the supplier. XC will provide updates to these tables from time to time, so it is important that full version control is in place. These tables include:
 - The hierarchical structure of the failure criteria

- Timescales relating to the recording of rectification evidence
- Predefined lists of possible responses to questions that are used in the form such as common failure reasons (known as 'canned responses'), calling points of XC services, lists of XC's information platforms and contact channels. Using these makes data more reportable and improves the user experience for inspectors and mystery shoppers.
- Predefined lists of inspection outcomes (e.g. pass, fail, unable to inspect, etc.)
- Guidance specific to certain criteria to help users correctly and consistently undertake inspections.
- Railway period calendar

4.1.2 SQ Register

- a) The SQ Register contains details of all of the facilities and services operated by XC that are in scope of TSQIs and therefore are liable for rectification evidence. This register has been created by and will continue to be updated by XC. XC will provide a set of data tables in spreadsheet format that make up the SQ Register as well as a set of references image files which contain photos of the assets contained within the register. This will need to be imported by the supplier and maintained in accordance with updates provided by XC. As such, it is important that full version control is in place. These tables include:
 - Traction types (unit families) and traction sets (unit numbers)
 - Vehicle classes (first, standard, composite), vehicle types (carriage layout groups) and vehicle areas (saloons, toilets, vestibules)
 - Vehicles (individual carriages)
 - Facility types (groups of facilities), traction facilities (facilities by unit family) and vehicle facilities (a full list of every facility on every vehicle)

4.1.3 Inspection data

- a) All data captured using the inspection forms must be recorded in the database in a way that maximises reporting opportunities. This includes supporting evidence such as photos and any other media that can be captured by the inspection form.
- b) A recommended data structure for tables holding inspection data is provided in Reference 2 – Data structure for inspection data tables. Any deviations from this structure must not result in reduced information or reporting capabilities and must be agreed with XC.
- c) Inspections and their results may be quality checked by the inspections supplier or disputed by XC resulting in changes to data. Any changes to data must be recorded for auditing purposes and historic changes of data maintained.

4.1.4 Rectification evidence

- a) Most failures reported under the Train Service Regime (TSR) will require rectification evidence to be recorded by XC in the database. The database must support this evidence taking the form of freeform text and/or file attachments of any type (but most commonly documents, spreadsheets, PDFs, photos).
- b) The rectification evidence uploaded must be related back to the inspection result it has been uploaded against in the database.
- c) A timestamp must be recorded for the time at which rectification evidence is recorded and details of where it came from (a manual user upload or an automatic import from another system for example).
- d) It must also be possible to mark recorded rectification evidence as approved. This is particularly important for any automatically recorded rectification evidence which might require a manual check to ensure it is suitable.

4.1.5 Records of interventions

- a) The inspections supplier will be required to conduct quality checks on the inspection data recorded by their inspectors and mystery shoppers. The database must be able to capture records of where quality checks have taken place and where interventions have been made.
- b) Similarly, XC will be undertaking its own reviews of inspection data and may occasionally dispute inspection results. The database must be able to store data in association with case managing disputes from being raised to being resolved.

4.2 Inspection forms

- a) The supplier must provide a software solution that enables inspectors and mystery shoppers working for XC's inspections supplier to undertake inspections in the railway environment, including on trains. This predominantly means conveying assessment criteria to users and facilitating the capture of responses and accompanying details.
- b) This system must include one inspection form for each of the three regimes: Train Service, Customer Service and Accessible Customer Service. The supplier must create and configure the content and layout of the forms in collaboration with XC and its inspections supplier.
- c) The supplier may choose to enable XC to directly edit the design and layout of inspection forms after the initial set up or may just choose to provide form changes as a service. Where the latter is chosen, turnaround times for changes must be agreed as part of the Service Levels.
- d) The supplier must provide the functionality for additional questions to be asked of inspectors and mystery shoppers which fall outside of the mandatory set of SQR failure criteria. Data would still be submitted to the back-office system and made available for reporting.

4.2.1 Technical requirements

- a) The system must be deployable to the mobile devices held by inspectors and mystery shoppers working for the inspections supplier. It is required that the system supports both Android and iOS operating systems and is available to download through publicly available app stores so that it can be easily deployed to or installed by inspection form users.
- b) The solution must be able to work in an offline environment and automatically synchronise any offline data to the cloud when connectivity resumes.
- c) Subject to connectivity being available, submitted data must be made available to XC and its inspections supplier in the back-office system as soon as possible so that it can be acted upon without delay.
- d) The forms system must be fully compatible with any assistive software or hardware that an inspection form user may have in place to help them interact with their mobile device. (For example, text-to-speech, contrast changes, font-size changes.)

4.2.2 Data handling

- a) The system must only be usable by authorised users with defined permissions. The supplier will be required to work with XC and its inspections supplier to manage user accounts (creating new accounts, closing old accounts, assisting with password resets, etc.).
- b) Control over attributes such as minimum password length, password composition and complexity, frequency of password changes and lockout thresholds must be available to enforce within the system.
- c) There must not be an unreasonable limit placed on the number of inspection form user accounts that can be active at any time.
- d) No personal data is to be collected using the system.
- e) Anonymisation is required so that users of the inspection form system are not personally identifiable from inspection data that they submit.
- f) Data transmitted by the forms system to the database must be done so in a secure manner with integrity checks in place to ensure all transmitted data is complete and correct.
- g) Data must not be held locally on mobile devices for any longer than necessary and must be deleted following successful upload to the database.
- h) Changes to the inspection form design, reference data, and SQ Register must be synchronised to inspection form users as soon as possible to ensure that they are using the latest versions for their inspections. Each submission must include data to indicate what version of the form was used for the inspection.

4.2.3 Form design

- a) For each submission through the inspection form, the form must capture overarching 'header' information including details of the journey being made, time, and date. Details of the data required to be captured is provided in Reference 2 – Data structure for inspection data tables. Much of this information is expected to be entered by the user, but some (such as start and end timestamps) may be automatically captured within the solution.
- b) For each submission through the inspection form, a response will need to be captured against each and all of the prescribed failure criteria. The possible outcomes for each criterion are Pass, Fail, N/A or Not Checked but the availability of each of these options will be defined per question. For example, some criteria cannot have a 'N/A' response.

- c) To help inspection form users understand how to respond to questions, it must be possible to show guidance on a per-criteria/pre-question basis as defined in the reference data.
- d) In the case of the TSR, the inspection form user must also have the ability to provide specific details about each fault that contributed towards a failure outcome recorded against a failure criterion or indicator. This is necessary as rectification evidence must be recorded by XC in response to each failure.
- e) In the case of the Customer Service Regime (CSR) and Accessible Customer Service Regime (ACSR), the inspection form user must also have the ability to answer contextual questions in relation to the inspection such as what customer contact channel they used, what information they looked for on an information platform, or details about a rail replacement bus service.
- f) Where a failure is reported in the inspection form by an inspection form user, there must be an option of choosing from a list of common failure reasons (to be defined and provided by XC) or the ability to choose 'Other' and manually type in a failure reason.
- g) Inspection form users must have the ability to capture text, audio or visual evidence to support any outcome against any failure criterion. It must also be possible to mandate the inspection form users to provide this under certain conditions per criterion. (For example, mandatory photo if failure recorded.)
- h) Inspection form users should have the ability to edit photos to obscure any personal data such as customer faces or social media usernames to protect anonymity. This should also enable inspectors to draw on photos to highlight faults if they might not be immediately apparent.
- i) It must be possible for the inspection form user to capture details of any hazard that they have witnessed including the capability to state whether they were able to bring the hazard to the attention of railway staff.
- j) It must be possible for an inspection form user to submit an incomplete inspection under certain conditions (such as a minimum number of certain criteria being responded against).
- k) Consideration towards the environment in which the system will be used must be demonstrated in the design. That is, the system must be usable on a moving train where it may be difficult to accurately interact with small controls on a screen.
- l) Where there may be entire sections of failure criteria or questions that do not apply to an inspection (such as a vehicle that does not have a toilet, or where no delay occurred), the inspection form should be designed to allow the inspection form user to skip responding these in bulk, but N/A outcomes must still be recorded behind the scenes.

4.3 Back-office system

The back-office system will be the means by which XC, its inspections supplier and other approved third parties including the DfT and independent auditors view and act upon submitted inspection data. It will also be the place where the SQ Register can be viewed and exported from.

4.3.1 Compatibility and availability

- a) The back-office system will be cloud-based and accessed through a web browser without any location restrictions.
- b) The back-office system must be accessible from Microsoft Edge and Google Chrome browsers as a minimum with both current and future versions of these browsers supported and without the need for additional plug-ins (such as Java).
- c) The back-office system must be available to users at all times, regardless of what hours of support may be in place.

4.3.2 Security

- a) The back-office system and the content it surfaces must only be accessible to authorised users with defined permissions. The supplier will be required to work with XC and its inspections supplier to manage user accounts.
- b) There must not be an unreasonable limit placed on the number of user accounts that can be active at any time in the back-office system.
- c) The back-office system should ideally support Single Sign On (SSO) so that XC users can use their existing Microsoft accounts to sign into the system without the need for a specific username and password. However, standard username and password authentication must also be possible for any users for which there is no SSO arrangement in place. Control over attributes such as minimum password length, password composition and complexity, frequency of password changes and lockout thresholds must be available for these users.
- d) Multi-factor authentication must be in place for all users accessing the system.

- e) Proposed user groups permissions for back-office system functionality are provided as a guide in Reference 1 – User group permissions, but changes to these may be required in the future so it must be possible to configure permissions and user groups as required.

4.3.3 Inspection data management

- a) The back-office system must enable users to view all inspection data in a user-friendly interface that considers and makes simple the most common tasks that will be undertaken.
- b) There must be capability to view lists of inspections, results and faults, as well as the capability to filter lists (such as by date/time, regime, traction type) and search for specific records (such as by identifier numbers).
- c) The back-office system should allow very basic exports of filtered lists of inspections or results shown on screen, such as to CSV or XLSX files.
- d) The back-office system must provide functionality to record where quality checks have taken place on inspection form submissions, both by the inspections supplier and by XC. This will help to ensure that inspections are not 'double checked'. Records of interventions must be kept within the back-office system to create audit trails.
- e) The back-office system must contain the ability for inspection form submissions and their contents to be reviewed and disputed by XC if there is reason to think that a failure or other data is not valid. Records of disputes along with their outcomes must be recorded in the back-office system to provide an audit trail. Similarly, where inspection data is changed, a record of the change must also be recorded in the back-office system.

4.3.4 Rectification evidence management

- a) The back-office system must provide the capability for rectification evidence to be recorded against inspection failures/faults. As a minimum, this will be from manual uploads of files by XC users but it must also be possible by automatic imports through interfaces with other systems that are used to manage XC's facilities and services (such as systems relating to train maintenance and cleaning).
- b) There must be a configurable option that provides the means of approving rectification evidence that has been recorded. That is, an XC user can approve rectification evidence that has already been recorded. This must be configurable by source so that, for example, approvals may be required on automatically imported rectification evidence, but approval is automatic for manually recorded rectification evidence.
- c) Timestamps must be automatically captured in the background for when rectification evidence is recorded and when it is approved.
- d) There must be a screen where XC users can easily see which results are awaiting rectification evidence to be recorded, and where rectification evidence has been recorded but is awaiting approval. Appropriate filtering must be available to make it as easy as possible to work with open cases.
- e) There should be the capability to upload one item of rectification evidence against multiple failures. For example, if all coaches of a train have had their carpets deep cleaned, it would be desirable to be able to bulk record the same rectification evidence against several related failures at once.

4.3.5 SQ Register management

- a) The back-office system must provide the capability to view and browse all tables that make up the SQ Register, including the display of photos.
- b) The back-office system must provide the capability to export and download a complete copy of the SQ Register including any associated photos.

4.4 Notifications

- a) The system must be able to send email notifications to defined lists of recipients immediately in reaction to data-related events. For example, new inspection data received, a new failure reported, rectification evidence is uploaded or a dispute raised.
- b) Emails must be sent in a secure and standards compliant manner using either authenticated SMTP Exchange Server relay or using a mail server capability of its own supporting TLS (version 1.2 or later) email encryption together with anti-spoofing controls DMARC, SPF and DKIM.
- c) It must be possible to set criteria so that, when a trigger occurs, checks can be made on whether an email needs to be sent and who it needs to go to. For example, a new cleaning failure has occurred so send an email to the distribution list for cleaning managers. A new failure has

occurred but it's for announcements and there is no defined notification for this so do not send an email.

- d) It should be possible for XC to create and edit the templates for notifications in the back-office system, however if there is no capability for this, the supplier must be able to action this requirement in accordance with XC's requests within an agreed turnaround time (to be defined in the Service Levels).
- e) Notification templates must include the ability to include data fields in connection with the trigger. For example, a failure notification to a cleaner must contain details about the failure such as vehicle or location for suitable action(s) to be taken. This data could come from any or all of the inspection results, the SQ Register, or the reference data held in the database as provided by XC.
- f) It should be possible for XC to create and edit the triggers and criteria for notifications in the back-office system, however if there is no capability for this, the supplier must be able to action this requirement in accordance with XC's requests within the agreed turnaround time as defined in the Service Level Agreements.
- g) It should be possible for XC to create and edit the distribution lists for defined notifications in the back-office system, however if there is no capability for this, the supplier must be able to action this requirement in accordance with XC's requests within an agreed turnaround time (to be defined in the Service Levels).
- h) Where functionality is available for XC to create its own notifications, there should be a function to enable notifications to be tested rather than wait for the event to next trigger.

4.5 API

- a) XC are keen to ease the administrative workload of SQR by automating processes wherever possible using an API into and out of the SQR system. The predominant purpose of this API will be to automate rectification evidence recording. The supplier will be required to work with XC and other third-party system owners to integrate with other systems and enable this automation.
- b) The API must be able to push details of new failures out to other systems.
- c) The API must be able to pull rectification evidence back in from other systems.
- d) The API must be able to handle rectification evidence that is pushed into it from other systems.
- e) The API must be able to return details of open failures filtered by criteria (such as vehicle or failure criterion) upon request from other systems.
- f) The system must be able to send notification emails to a defined distribution list of recipients at XC and/or the system supplier when an API action fails with details provided so that it can be investigated and addressed as quickly as possible.

4.6 Reporting

4.6.1 Regular

- a) XC have a requirement to populate a spreadsheet template (provided by the Department for Transport (DfT)) at the end of every four-week rail reporting period, which must be shared with the DfT. The Supplier will be required to populate this spreadsheet on XC's behalf. This spreadsheet will need to be uploaded to a SharePoint site hosted by XC within three calendar days of the end of each period (which usually falls on a Saturday except for year end which is always 31 March). The current year's version of this template is provided in Reference 3 – DfT Reporting Template spreadsheet.
- b) The Supplier must be able to provide nominated recipients at XC with a four-weekly complete export of raw submissions data for the previous four weeks throughout the duration of the contract. This export will need to be uploaded to a SharePoint site hosted by XC within three calendar days of the end of each reporting period (which usually falls on a Saturday except for year end which is always 31 March).
- c) The Supplier must be able to provide nominated recipients at XC with a four-weekly summary of results per failure criterion. This summary will need to be uploaded to a SharePoint site hosted by XC within three calendar days of the end of each reporting period (which usually falls on a Saturday except for year end which is always 31 March).
- d) The Supplier must be able to provide nominated recipients at XC with a four-weekly summary of results per indicator throughout the duration of the contract, whereby the failure of any criterion underneath an indicator on an inspection constitutes a failure of the indicator for that inspection. This summary will need to be uploaded to a SharePoint site hosted by XC within three calendar days of the end of each reporting period (which usually falls on a Saturday except for year end which is always 31 March).

4.6.2 Upon request

- a) The supplier must be able to provide complete raw submissions data for any given period of time upon request to XC.
- b) The supplier must be able to provide a report upon request illustrating the distribution of inspections in terms of time of day, day of the week, and line of route (calculable from the Retail Service ID).
- c) The supplier must be able to provide reporting upon request illustrating the trends of inspection results across each inspector or mystery shopper for a given regime and period of time. This is for the purposes of identifying where there may be inconsistencies between people reporting certain types of failures.

4.7 Service Management

4.7.1 Service and support provision

- a) A support desk for the inspection forms system must be available from 08:00-18:00 each day of the week (including weekends) for the inspections supplier to use. This support desk must be contactable by telephone (by a single dedicated telephone number) and email as a minimum. It may be that this is supplemented by support documentation that is available at all times to allow the inspections supplier to self-serve in some scenarios.
- b) A support desk for the back-office system is required Monday to Friday 09:00 to 17:00. This support desk must be contactable by telephone (by a single dedicated telephone number), email and an online portal as a minimum. It may be that this is supplemented by support documentation that is available to allow personnel to self-serve in some scenarios.
- c) The support desks must be staffed with personnel that possess an adequate level of skill and system knowledge. All communication must be in English.
- d) All contacts made to the support desk in writing (including by email or an online portal) must be acknowledged within 15 minutes by the supplier to confirm receipt.
- e) Each query submitted to the support desk must be assigned a priority rating in accordance with the Service Levels agreed with XC for issue resolutions. The supplier must define and agree response times for each priority rating with XC.
- f) The supplier must keep records of each query that is submitted to their support desk including whether they were resolved within the priority rating timescale so that this can be reported upon.
- g) XC require the supplier to arrange and chair a service review meeting every four weeks. The agenda for this meeting will be agreed between XC and the supplier and may change over the course of the contract. Minutes must be taken for each meeting by the supplier and an action tracker must be maintained. The supplier will also be required to show their performance against the key performance indicators.
- h) The supplier must produce suitable training materials to enable any new users of its systems after the initial implementation phase to familiarise themselves with the systems relevant to them. This should be provided as a training session, but XC may agree for another approach to be taken if the supplier can demonstrate to XC that it is sufficient and appropriate.

4.7.2 Systems maintenance and performance

- a) It is a requirement for XC that the SQR system is available to use at all times of day, every day of the year (except for Christmas Day and Boxing Day). Any outages required for system updates or maintenance must be pre-agreed in advance with XC with at least five business days' notice (unless otherwise mutually agreed). Any outage at any time of day that is not agreed in advance with XC will count against the relevant key performance indicator.
- b) All systems must be kept up to date with the latest operating system updates and security patches.
- c) All systems must be free from sluggish performance and must be reactive to user interactions without lag.
- d) All systems must be tested thoroughly to minimise the chances of defects or data corruption occurring in life. Where defects are found, they must be fixed as quickly as possible and in accordance with agreed Service Levels, especially any high priority instances that cause a deterioration of normal performance or functionality or put XC at risk of breaching its obligations to the DfT.
- e) Documentation relating to any upgrades or updates must be provided to XC by the supplier for review at least five business days before any changes are made to ensure that any impact to services can be managed.

4.7.3 Change requests

- a) Any change requests submitted by XC to the supplier must be acknowledged by the supplier within three business days.
- b) Any change requests submitted by XC to the supplier must be suitably responded to with a plan for delivery (costed if appropriate) within 10 business days unless otherwise mutually agreed with XC to extend this on a case-by-case basis.

4.7.4 Key performance indicators

- a) The supplier must report to XC within five business days of the end of each reporting period throughout the duration of the contract whether it met the required timescales associated with regular reporting for the most recent reporting period end.
- b) The supplier must report to XC within five business days of the end of each reporting period throughout the duration of the contract what the system availability was for the most recent reporting period for each part of the system. Any pre-agreed outage(s) do not need to be factored into this calculation. Any success threshold less than 100% would need to be pre-agreed with XC and measured in hours rather than a percentage.
- c) The supplier must report to XC within five business days of the end of each reporting period throughout the duration of the contract detailing how successfully it resolved all support desk calls within the priority timescales (as agreed within the Service Levels) during the most recent reporting period.
- d) The supplier must report to XC within five business days of the end of each reporting period throughout the duration of the contract how successful it was in acknowledging and providing suitable responses to any change requests within timescale since the last report.
- e) The supplier must report to XC within five business days of the end of each reporting period throughout the duration of the contract, how it will address any failures to meet service levels that have occurred or are at risk of occurring based on trends in performance such that they will be avoided in future reporting periods.
- f) The supplier must report to XC within five business days of the end of each reporting period how many (if any) service credits were accrued from the most recent reporting period.

4.8 Independent auditing

- a) The SQR system will be subject to regular audit by third parties appointed and authorised by either XC or the DfT. The supplier must allow these audits to be conducted without any interference that could prevent their successful completion or result in inaccurate findings.
- b) The supplier must grant access to any parts of the SQR systems that are required by third parties appointed and authorised by either XC or the DfT and assist with reasonable requests for extraction of data if required.
- c) Interviews with the supplier may also be requested by third parties appointed and authorised by either XC or the DfT which must be reasonably accepted.

4.9 Implementation

- a) XC require that all systems are ready to go live within 8 weeks of contract award. This must include: development; supplier testing; UAT; training to all users of the inspection form and back-office systems; deployment; access to the system for user familiarisation prior to going live.
- b) The system supplier will be required to make the inspection forms system and back-office system and any other relevant associated systems available as soon as practicable during the mobilisation period to XC and its inspections supplier for the purposes of UAT. This must happen early enough to give XC and its inspection supplier sufficient opportunity to thoroughly test that all functional requirements of the system have been met before the system is deployed to users ahead of the system going live for inspections. The absolute minimum length for UAT must be 5 business days.
- c) The system supplier must provide XC and the inspections supplier with all support and assistance reasonably required in relation to the performance of the acceptance tests.
- d) If during UAT, it is established that a critical functionality is not in place or is defective and there is no workaround that is acceptable to XC, the system supplier must resolve the issue before the UAT can be completed successfully and the system can go live.
- e) If during UAT, it is established that a critical functionality is not in place or is defective but there is a workaround that is acceptable to XC, the system supplier must provide an acceptable resolution plan for the issue before the UAT can be completed successfully and the system can go live.

- f) If during UAT, it is established that a non-critical functionality is not in place or is defective, the system supplier must provide an acceptable resolution plan for the issue, but this will not prevent UAT successfully completing or the system going live.

5. REFERENCE MATERIAL

5.1 Reference 1 – User group permissions

The below table is provided as a guide to prospective suppliers and can be discussed further and agreed with XC following contract award.

Permission	Inspectors and mystery shoppers	Inspections supplier quality control team	CrossCountry SQR Team	Rectification evidence recorders	Other CrossCountry users	Independent Auditor	DfT representatives
Use inspection forms to submit inspection data	Yes	No	No	No	No	No	No
Access the back-office in read-only mode	No	No	No	No	Yes	Yes	Yes
Access the back-office with the means to review data and raise interventions	No	Yes	Yes	Yes	No	No	No
Access the back-office with the ability to make tracked changes to inspection data	No	Yes	No	No	No	No	No
Access to the back-office with the ability to record rectification evidence	No	No	Yes	Yes	No	No	No

5.2 Reference 2 – Data structure for inspection data tables

5.2.1 Inspection header data

The below are the columns that are expected to be required for all regimes. There may be additional data to be captured at this level in further columns depending on the other data captured for each regime. This will become apparent through the design of the inspection forms.

Column	Type	Comments
Inspection ID	Whole number	A unique identifier for the inspection
Start timestamp manual	Date and time	The time at which the inspector or mystery shopper started the inspection as entered in the form
End timestamp manual	Date and time	The time at which the inspector or mystery shopper finished the inspection as entered in the form

Start timestamp automatic	Date and time	The time at which the inspector or mystery shopper started the inspection as captured by the system
End timestamp automatic	Date and time	The time at which the inspector or mystery shopper finished the inspection as captured by the system
RSID	Short text	A code in the form XC0000 that details the train service that the inspector or mystery shopper travelled on
Upload timestamp	Date and time	An automatic timestamp for when the data was successfully and fully uploaded to the database from the mobile device
Regime	Lookup	As entered by the inspector or mystery shopper and linked to the SQR Register data table
Weather	Lookup	As entered by the inspector or mystery shopper and linked to the reference data table
Vehicle	Lookup	As entered by the inspector or mystery shopper and linked to the SQR Register data table
Boarding station	Lookup	As entered by the inspector or mystery shopper and linked to the reference data table
Alighting station	Lookup	As entered by the inspector or mystery shopper and linked to the reference data table
Inspector	Whole number	An anonymised identified for the inspector
Class of travel	Whole number	As entered by the mystery shopper, linked to the reference data table
Ticket type	Short text	As entered by the mystery shopper
Form version	Whole number	The version number of the form used by the inspector or mystery shopper to undertake the inspection

5.2.2 Inspection results data

There must be an outcome recorded against every failure criterion under the regime that the inspection relates to.

The below are the columns that are expected to be required for all regimes. There may be additional data to be captured at this level in further columns depending on the other data captured for each regime. This will become apparent through the design of the inspection forms.

Column	Type	Comments
Result ID	Whole number	A unique identifier for the result
Inspection ID	Whole number	A unique identifier for the inspection to which the result relates

Column	Type	Comments
Failure criterion	Whole number	Linked to the reference data table
Outcome	Lookup	Linked to the reference data table
Canned response	Lookup	Linked to the reference data table
Comments	Long text	As entered by the inspector or mystery shopper to explain the outcome
Attachments	Files	Any supporting files such as photos that the inspector or mystery shopper has provided to evidence the outcome

5.2.3 Inspection faults data

A fault record is required for each failure under a Train Service Quality inspection that has a rectification evidence requirement. There may be more than one fault record per result record. For example, if there are multiple seats that are damaged within a vehicle or more than one incident of graffiti.

Column	Type	Comments
Fault ID	Whole number	A unique identifier for the fault.
Result ID	Whole number	A unique identifier for the result to which this fault relates
Vehicle Facility	Whole number	Linked to the SQR Register and entered by the inspector.
Location	Short text	A description entered by the inspector that will help somebody find the fault within the vehicle
Description	Long text	A description of what the fault is that needs to be fixed.
Attachments	Files	Any supporting files such as photos that the inspector has provided to help illustrate the fault that needs to be fixed.

Reference 3 – DfT Reporting Template spreadsheets



2025-26 XC ACSR DfT
SQR Scoring Spreads



2025-26 XC TSR CSR
DfT SQR Scoring Spre

UAT TERMS OF REFERENCE

Service Quality Regime

17 September 2025

1. DEFINITION

User Acceptance Testing (UAT) is the process whereby the system is tested end-to-end in real world scenarios, to prove that functional requirements have been met.

2. APPROACH

Finalisation of the UAT criteria and acceptance testing will be agreed between both parties during the initial phase of mobilisation to support completion of this testing in line with the Supplier's mobilisation plan.

The supplier will make the inspection forms system, the back-office system and any other relevant systems that make up the SQR system solution available to XC and its inspections supplier so that they may work in collaboration to perform acceptance tests against each of the requirements in Schedule 1 of the Contract.

XC is responsible for providing personnel to carry out the acceptance tests.

The supplier will be given reasonable notice of and be entitled to attend the acceptance tests.

The supplier shall provide XC with all support and assistance reasonably required in relation to the performance of the acceptance tests.

XC shall provide the supplier with all support and assistance reasonably required in relation to the performance of the acceptance tests.

Any defects that are identified during UAT will be categorised as per the below table:

Classification	Definition	UAT Acceptance
Critical	Critical defects are those which prevent critical functionality and for which there are no acceptable workarounds. For example, system crashes.	These need to be resolved for UAT to be completed successfully. If a workaround is identified which is acceptable to XC, they are downgraded to high priority.
High priority	High priority defects are the same as critical defects except that there are acceptable workarounds.	A resolution plan which is acceptable to XC must be in place for UAT to be completed successfully and it must be implemented as soon as practically possible after the system goes live.
Low priority	Issues that do not impact critical functionality.	These defects will not block UAT being successfully

		completed, but a resolution plan which is acceptable to XC must be agreed and implemented as soon as practically possible after the system goes live.
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SCHEDULE 3

NOT USED

SCHEDULE 4– DRAFT CONTRACT

1. Please see document reference: TERM SUPPLY AGREEMENT FOR SERVICES AND OR SOFTWARE

SCHEDULE 5 – PRICING SCHEDULE

1. Please complete the document reference: Pricing Template - System.
2. The Preferred Bidder's Commercial submission from their Final Tender will be used for the pricing schedule in the finalised Contract.

SCHEDULE 6 – TECHNICAL RESPONSE DOCUMENT

1. Please complete document reference: SQR System – Supplier Response Template (Mandatory).
2. Please complete your response to the Technical Evaluation Questions following the guidance as specified in paragraph 8.3 of this ITT and return as part of your Final Tender submission. Please follow the instructions in paragraph 6 of this ITT when completing your submission.

SCHEDULE 7

NOT USED

SCHEDULE 8 – LEGAL COMMENTARY TABLE

1. Bidders are **not** permitted to mark-up the provisions of the Contract set out at paragraph 9.2.4 of this ITT. Any mark up of these provisions by Bidders will be deemed as non-compliant and result in that Bidder being excluded from the Procurement.
2. XC requires Bidders to populate their Final Tender submission in full compliance with the terms and conditions of the Draft Contract at Schedule 4. Bidders are strongly discouraged from seeking to modify the Draft Contract and should, where possible, include the cost of full compliance in their Final Tender submission. Accordingly, XC is not expecting a substantial mark-up of the Draft Contract.
3. In the event that Bidders are unable to accept one or more provisions contained within the Draft Contract they should submit a version of the Draft Contract fully marked up to reflect any of the provisions that they seek to be changed and include an explanation detailing the reasons for any changes made as a footnote, together with a delta view PDF showing all amendments. Electronic versions of all mark-ups must be provided in Microsoft Word format. Bidders should not caveat any provisions or populate their Final Tender based on any assumptions other than by way of submitting a mark-up of the Draft Contract. XC reserves the right to evaluate any provisions which are generally caveated as if the provision has been deleted, or in such other way as XC determines is reasonable in the circumstances.
4. Any mark-up of the Draft Contract submitted must be kept to a minimum and must be submitted in the format provided to the Bidders by XC.

SCHEDULE 9

NOT USED

SCHEDULE 10

NOT USED

SCHEDULE 11– UMBRELLA DIRECT AGREEMENT AND GUIDANCE NOTE

Umbrella Direct Agreement 4.0 [INSERT SUPPLIER NAME]	OFFICIAL-SENSITIVE	
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DATED

[INSERT DATE]

(1) THE SECRETARY OF STATE FOR TRANSPORT

- and -

(2) **[INSERT NAME OF COUNTERPARTY]**

UMBRELLA DIRECT AGREEMENT – 4.0¹
relating to the provision of rail services and/or goods to the
Operator under a relevant Key Contract

¹ ***Rail Industry Note: Please read the associated Guidance Note for Key Contract Suppliers before signing this agreement.***

THIS AGREEMENT is made on this day of 20[INSERT YEAR]

BETWEEN:-

- (1) **THE SECRETARY OF STATE FOR TRANSPORT**, whose principal place of business is at 33 Horseferry Road, London SW1P 4DR (the **"Secretary of State"**); and
- (2) **[INSERT NAME OF COUNTERPARTY]** a company registered in **[INSERT DETAILS]** (Company Number **[INSERT COMPANY NUMBER]** whose registered office is at **[INSERT DETAILS]** (the **"Counterparty"** and together with the Secretary of State the **"Parties"**).

BACKGROUND:

- (A) The Counterparty has entered into and/or intends to enter into a Key Contract with one or more Operators for the provision of services and/or goods.
- (B) The Secretary of State has functions under the Railways Act 1993 (as amended from time to time including pursuant to the Transport Act 2000 and the Railways Act 2005) (the **"Act"**) in connection with the carriage of passengers by railway in Great Britain, including the designation of services and/or goods for provision under the Rail Agreement and, in the circumstances set out in Section 30 of the Act, securing the provision of such services and/or goods.

In consideration of £1 paid by each Party to the other (if demanded) **IT IS AGREED** as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"Administration Notice of Default" has the meaning given to that term in Clause 4.9.2;

"Bidder" means any person who has prequalified as a bidder in respect of the Replacement Rail Agreement and who intends to bid or has bid (as the context requires) to become the replacement Operator under a Rail Agreement;

"Business Day" means a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;

"Connected Company" means, in relation to the Counterparty, a parent undertaking of the Counterparty, a subsidiary undertaking of the Counterparty or any other subsidiary undertaking of such a parent undertaking

and **“undertaking”**, **“parent undertaking”** and **“subsidiary undertaking”** shall have the meanings given to each such term under the Companies Act 2006;

“Dispute Resolution Rules”

means the procedures for the resolution of disputes headed "The Railway Industry Dispute Resolution Rules" as amended from time to time and published by the Access Disputes Committee. The procedure can be found at <https://accessdisputesrail.org/>;

“Employees”

means any person employed by the Counterparty or any subcontractor of the Counterparty in that part of the Counterparty's or such subcontractor's undertaking which consists of the performance of the Counterparty's obligations under a Key Contract;

“Indemnity Period”

means the period from the date of receipt of the Intention to Terminate Notice until:

- (a) the expiry of the Termination Standstill Period; or
- (b) if the Counterparty has agreed not to terminate a Key Contract by reason of a default or breach by a Relevant Operator in relation to which the Counterparty has been provided with assurances on terms satisfactory to it that such a default or breach would be remedied, the date by which it has been agreed with the Relevant Operator that such default or breach will be remedied; or
- (c) if the circumstances described in Clause 4.8 occur, the grant of the petition or refusal of the court to grant permission;

“Intention to Terminate Notice”

has the meaning given to that term in Clause 4.1.1;

“Key Contract”

means any contract which is designated as a “key contract” under a Rail Agreement;

"New Contract"	means a new contract entered into between the Counterparty and the Secretary of State (or the Secretary of State's nominee) pursuant to the terms of this Agreement;
"New Contract Start Date"	has the meaning given to that term in Clause 6.1.1;
"New Contract termination Date"	has the meaning given to that term in Clause 6.1.1;
"Operator"	means: <ul style="list-style-type: none"> (a) a franchise company (as defined in section 85(8) of the Act), any franchisee or franchise operator (as defined respectively in section 23(3) of the Act) which in each case operates railway passenger services pursuant to a Rail Agreement, or (b) a nominee of the Secretary of State or the Secretary of State providing railway passenger services or operating any station or light maintenance depot pursuant to or under Section 30 of the Act;
"Operator Services"	means the services as the Operator may provide or operate from time to time, including any of such services as the Operator may delegate or subcontract or otherwise secure through any other person from time to time pursuant to and in accordance with a Rail Agreement;
"Rail Agreement"	means a franchise agreement as defined in section 23(3) of the Act;
"Relevant Breach"	has the meaning given to that term in Clause 4.1.2;
"Relevant Operator"	means any Operator with whom the Counterparty has entered into a Key Contract;
"Relevant Rail Agreement"	means any Rail Agreement where the Operator is a Relevant Operator;

"Replacement Rail Agreement"	means a Rail Agreement which is entered into by the Secretary of State and an Operator in succession to the Rail Agreement in respect of which a Relevant Operator is a party;
"Services"	means the services and/or goods provided to a Relevant Operator under a Key Contract;
"Successor Operator"	means an Operator succeeding or intended by the Secretary of State to succeed (and whose identity is notified to the Relevant Operator by the Secretary of State) the Relevant Operator in the provision or operation of all or any of the Operator Services; and
"Termination Standstill Period"	means the period from the date of receipt by the Secretary of State of an Intention to Terminate Notice until: <ul style="list-style-type: none"> (a) the date falling three (3) calendar months from the date of receipt by the Secretary of State of an Intention to Terminate Notice; or (b) the date on which the Counterparty receives notice of the Secretary of State's prior written consent to the termination of a relevant Key Contract, (whichever is the earliest to occur).

1.2 In this Agreement:

- 1.2.1 any reference to a document includes that document as amended, varied, novated or supplemented;
- 1.2.2 any reference to a law is a reference to the same as amended, substituted or re-enacted from time to time;
- 1.2.3 reference to Recitals, Clauses and Schedules are to Recitals, Clauses and Schedules of this Agreement unless expressly specified to the contrary and the Schedules form part of this Agreement;
- 1.2.4 references in this Agreement to the expiry or termination of a Relevant Rail Agreement includes expiry by effluxion of time; and
- 1.2.5 headings and references to headings shall be disregarded in construing this Agreement.

2 REPRESENTATIONS AND WARRANTIES

2.1 The Counterparty represents and warrants to the Secretary of State that:

- 2.1.1 it is a limited company duly incorporated and validly existing under the laws of *[INSERT JURISDICTION IN WHICH THE COUNTERPARTY IS INCORPORATED]* and has the corporate power to own its assets and carry on its business as it is being conducted and has obtained all necessary licences, consents, approvals, permits, authorisations, exemptions and certifications required in connection therewith;
- 2.1.2 it has the corporate power to enter into and perform, and has taken all necessary corporate and other action to authorise the entry into, performance and delivery of this Agreement and the transactions contemplated by this Agreement;
- 2.1.3 this Agreement constitutes its legal, valid and binding obligations;
- 2.1.4 the entry into, and performance by it, of its obligations under this Agreement does not and will not conflict with its constitutional documents; and
- 2.1.5 the entry into, or performance by it, of its obligations under this Agreement or any Key Contract does not and will not conflict with or result in default under any document which is binding upon it or any of its assets.

2.2 The representations and warranties contained in Clause 2.1 shall be deemed to be repeated upon the entry by the Counterparty into each Key Contract and each New Contract which is subject to this Agreement.

3 NEGOTIATION OF CONTRACTS

3.1 The Counterparty shall ensure that any contract between the Counterparty and an Operator that is designated as a Key Contract is on arms-length commercial terms and is not subject to any discriminatory pricing in favour of an Operator who is a Connected Company or any other person who is a Connected Company and who has submitted a tender to the Secretary of State to be an Operator under a Rail Agreement.

3.2 Before entering into a Key Contract the Counterparty shall:

- 3.2.1 provide a draft of the Key Contract to the Secretary of State;
- 3.2.2 provide all information that the Secretary of State may reasonably require in relation to the Key Contract; and
- 3.2.3 not enter into the Key Contract without the prior written approval of the Secretary of State.

3.3 When provided with a Key Contract in accordance with Clause 3.2, the Secretary of State shall within a reasonable timeframe:

- 3.3.1 provide the Secretary of State's comments on the draft Key Contract, if any;
- 3.3.2 request any additional information required; and

- 3.3.3 subject to receipt of any information requested pursuant to Clause 3.3.2, provide written approval for the Counterparty to enter into the Key Contract.
- 3.4 The Counterparty shall, at the request of the Secretary of State, provide the Secretary of State with a copy of each executed Key Contract as soon as practicable.

4 TERMINATION OF KEY CONTRACTS

- 4.1 Where the Counterparty intends to terminate or discontinue a Key Contract, or suspend the Services provided under a Key Contract for reason of breach or default by the applicable Relevant Operator, or for reason of a no fault termination event, the Counterparty shall:
- 4.1.1 notify the Secretary of State in writing (an **"Intention to Terminate Notice"**) as soon as reasonably possible, but in any event before:
- (i) delivering any notice of termination to the applicable Relevant Operator if a notice of termination is required under the Key Contract; or
 - (ii) terminating the Contract if no notice of termination is required under the Key Contract;
- 4.1.2 provide the Secretary of State with full details of the breach or default or other event that is the subject of the Intention to Terminate Notice (the **"Relevant Breach"**); and
- 4.1.3 not terminate the Key Contract until the expiry of the Termination Standstill Period.
- 4.2 If the Counterparty serves an Intention to Terminate Notice on the Secretary of State and the Secretary of State does not provide the Secretary of State's consent to the termination of the Key Contract within seven (7) full Business Days of receipt of the Intention to Terminate Notice, the Secretary of State shall indemnify the Counterparty in respect of any liabilities which reasonably and actually accrue or arise under the Key Contract during the Indemnity Period and which are not:
- 4.2.1 any:
- (i) termination sum;
 - (ii) agreed compensation; or
 - (iii) other amount payable,
- under the Key Contract in respect of termination;
- 4.2.2 discharged or otherwise waived by the Relevant Operator; or
- 4.2.3 the result of a variation, amendment or supplement to the Key Contract that has not been approved by the Secretary of State.
- 4.3 The Secretary of State will have no obligation or liability in respect of:
- 4.3.1 any consequential or indirect losses incurred by the Counterparty (howsoever arising); or

- 4.3.2 any payment or other obligation or liability which accrued or arose otherwise than in accordance with Clause 4.2.
- 4.4 If the Secretary of State indemnifies the Counterparty in the circumstances described in Clause 4.2, the Secretary of State may in the Secretary of State's discretion direct the Counterparty to enforce any rights it may have over the Relevant Operator under the Key Contract and any associated guarantee or security in respect of such payment. Any sums recovered by the Counterparty in respect of its own claims and the claims made on the direction of the Secretary of State shall be distributed in the following sequence:
- 4.4.1 to discharge any reasonable costs of recovery; and
- 4.4.2 shared between the Counterparty and the Secretary of State pro rata to the value of their respective claims,
- and the Counterparty shall hold the Secretary of State's share on trust for the Secretary of State.
- 4.5 If the Secretary of State procures that a Relevant Breach is remedied within the Termination Standstill Period, or provides assurance on terms satisfactory to the Counterparty that the Relevant Breach will be remedied by an agreed later date, the Counterparty will not terminate the Key Contract unless otherwise directed to do so by the Secretary of State.
- 4.6 The Counterparty shall immediately inform the Secretary of State when:
- 4.6.1 the Counterparty proceeds to terminate a Key Contract;
- 4.6.2 a Relevant Operator:
- (i) serves a notice to terminate or discontinue a Key Contract; or
- (ii) where no such notice is served, terminates or discontinues a Key Contract,
- with the Counterparty for any reason; or
- 4.6.3 the Counterparty wishes to terminate a Key Contract on the basis of any voluntary right of termination under that Key Contract.
- 4.7 The Secretary of State shall have an option, exercisable not later than:
- 4.7.1 one (1) full Business Day after the later of receiving notice from the Counterparty pursuant to Clause 4.6.1 or the subsequent termination of the Key Contract by the Counterparty;
- 4.7.2 five (5) Business Days of the Counterparty notifying the Secretary of State of the circumstances described in:
- (i) Clause 4.6.2(i); or
- (ii) Clause 4.6.2(ii); or
- 4.7.3 the time of termination of the Key Contract in the circumstances described at Clause 4.6.3,

to require the Counterparty to enter a New Contract with the Secretary of State or the Secretary of State's nominee.

4.8 Notwithstanding the terms of a Key Contract, where an Intention to Terminate Notice is served and:

4.8.1 a petition for a railway administration order is subsequently presented in relation to the applicable Relevant Operator; or

4.8.2 a petition for a railway administration order has already been presented in relation to the Relevant Operator,

the Counterparty shall not terminate the relevant Key Contract without the written consent of the Secretary of State during the period of the railway administration or until permission for the railway administration order is refused by the Court.

4.9 During a railway administration, where:

4.9.1 a default commences under a Key Contract between the Counterparty and the Relevant Operator that is the subject of the railway administration order;

4.9.2 the Counterparty serves written notice of the default on the railway administrator (an **"Administration Notice of Default"**); and

4.9.3 the default is not remedied within two (2) full Business Days of an Administration Notice of Default being served on the administrator,

the Counterparty may, subject to any further legal requirements for the consent of the railway administrator or the court, terminate the relevant Key Contract.

4.10 The Counterparty shall not amend, vary, terminate, cancel or supplement a Key Contract otherwise than in accordance with Clauses 4.1 or 4.9 without the prior written consent of the Secretary of State.

5 TERMINATION OF RELEVANT RAIL AGREEMENT

5.1 The Counterparty shall include, in each Key Contract:

5.1.1 a right for the relevant Operator to terminate the relevant Key Contract following the termination of a Relevant Rail Agreement (otherwise than by effluxion of time); and

5.1.2 a right for the Counterparty to terminate the relevant Key Contract following the termination of a Relevant Rail Agreement (otherwise than by effluxion of time), only exercisable if the Counterparty is directed to terminate the Key Contract by the Secretary of State for Transport pursuant to a direct agreement.

5.2 The Secretary of State may, by notice in writing, direct the Counterparty to terminate the relevant Key Contract following the termination of a Relevant Rail Agreement (otherwise than by effluxion of time).

5.3 If:

- 5.3.1 the Operator exercises its right to terminate a relevant Key Contract as anticipated in Clause 5.1; or
- 5.3.2 the Secretary of State directs the Counterparty to terminate the Relevant Key Contract pursuant to Clause 5.2,

the Secretary of State (or the Secretary of State's nominee) will enter into a New Contract (or New Contracts as the case may be) with the Counterparty and such New Contract shall become effective on the termination of the relevant Key Contract (or Key Contracts as the case may be).

6 TERMS OF A NEW CONTRACT

6.1 Any New Contract entered into pursuant to Clauses 4, or 5 shall be, unless otherwise agreed between the Parties, on the same terms as the relevant Key Contract except that:

6.1.1 the New Contract will commence on the date of termination of the Key Contract (the **"New Contract Start Date"**) and will terminate (subject to the Secretary of State's rights in Clause 6.1.2) on:

- (i) the earlier of:
 - (A) the date of the next British railway industry timetable change that falls at least twelve (12) months after the New Contract Start Date; or
 - (B) the date on which the Key Contract would have expired by effluxion of time; or
- (ii) such other date as the Secretary of State (or the Secretary of State's nominee as the case may be) and the Counterparty agree;

(the **"New Contract Termination Date"**)

6.1.2 the Secretary of State (or the Secretary of State's nominee as the case may be) shall have the option, exercisable by giving notice not less than three (3) months' notice prior to the New Contract Termination Date, to extend the term of a New Contract so that it will expire on the earlier of:

- (i) the date that the Key Contract would have expired by effluxion of time; or
- (ii) the date that the Relevant Rail Agreement would have expired by effluxion of time;

6.1.3 the Secretary of State (or the Secretary of State's nominee) shall be granted the right to assign the benefit or transfer the benefit and burden of the New Contract to any Operator;

6.1.4 the New Contract shall not include any unusual or onerous obligations which would, in the reasonable opinion of the Secretary of State, impose a greater burden on the Secretary of State or the Secretary of State's nominee than was imposed on the Relevant Operator under the Key Contract and shall not include any representations or warranties, events of default or agreed termination events or conditions precedent or other relevant conditions which are inappropriate given the immediate entry into the New Contract.

- 6.2 Without prejudice to any obligation of a Relevant Operator or the Counterparty to obtain the approval of the Secretary of State to any proposed amendments to a Key Contract, the Secretary of State may exclude from any New Contract any amendments, variations or supplements made to the relevant Key Contract without the prior consent of the Secretary of State.

7 CALL OPTION ON RELEVANT RAIL AGREEMENT EXPIRY

- 7.1 The Secretary of State shall have the option, exercisable by written notice to the Counterparty not less than one (1) month but no more than six (6) months prior to the date of expiry of a Relevant Rail Agreement, to require the Counterparty to enter a New Contract with the Secretary of State (or the Secretary of State's nominee as the case may be).

- 7.2 Any New Contract entered into pursuant to Clause 7.1 shall:

- 7.2.1 entitle the Secretary of State (or the Secretary of State's nominee as the case may be) to elect that the Services shall be provided to a Successor Operator or any other Operator;
- 7.2.2 be for a period of three (3) years from the expiry of the Relevant Rail Agreement;
- 7.2.3 be subject to the provisions of Clauses 6.1.3 and 6.1.4; and
- 7.2.4 unless otherwise agreed between the Parties, be on the same terms as the relevant Key Contract.

- 7.3 Without prejudice to any obligation of a Relevant Operator or the Counterparty to obtain the approval of the Secretary of State to any proposed amendments to a Key Contract, the Counterparty shall inform the Secretary of State of any amendments or supplements made to the Key Contract without the Secretary of State's consent and the Secretary of State shall have the right (but no obligation) to amend the New Contract to include any such amendments or supplements.

- 7.4 Where:

- 7.4.1 the Secretary of State has exercised the option contained in Clause 7.1; and
- 7.4.2 the Counterparty offers to provide the Services to a Bidder that, in the Secretary of State's reasonable opinion, are on equivalent or better terms than the terms of the New Contract,

the Secretary of State shall be entitled to cancel the option and the New Contract (where it has come into effect) in relation to all or part of the Services at the time at which the contract with the Counterparty becomes unconditional.

8 PREPARATION FOR RETENDERING

- 8.1 The Counterparty shall, at the request of the Secretary of State:

- 8.1.1 provide the Secretary of State and the Secretary of State's representatives, access to any information that would be available to the Relevant Operator under the Key Contract that the Secretary of State may require for the purpose of retendering; and

8.1.2 make available and assist the Secretary of State in verification of any information requested pursuant to Clause 8.1.1,

provided that compliance with such a request does not unduly interfere with the continuing provision and operation of the Services by the Counterparty.

8.2 Subject to the provisions of Clauses 13 and 17, the Secretary of State shall not disclose information obtained pursuant to Clause 8.1 to any person unless:

8.2.1 it is necessary for the purpose of the retendering process; and

8.2.2 where the Secretary of State is disclosing the terms of any Key Contract (and any New Contract), including detailed financial information, that person provides an undertaking of confidentiality.

9 SUBCONTRACTING

9.1 The Counterparty shall not without the prior written consent of the Secretary of State (such consent not to be unreasonably withheld or delayed) subcontract any of the Services or any part thereof or any other obligations under a Key Contract.

10 ASSIGNMENT

10.1 This Agreement is personal to the parties and the rights and obligations of the parties may not be assigned or otherwise transferred.

10.2 The Counterparty may not assign or transfer its rights under any Key Contract without either:

10.2.1 the prior written consent of the Secretary of State; or

10.2.2 entering into a deed of accession by which the assignee or transferee agrees to be bound by provisions equivalent to those contained in this Agreement.

11 INVALIDITY

If any provision in this Agreement shall be held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

12 NOTICES

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered by email, hand or recorded delivery or sent by pre-paid first class post to the party on whom the notice is to be served at the relevant address for service set out below, or to such other address in the United Kingdom as one party may specify by notice in writing to the other party to this Agreement.

Name: The Secretary of State for Transport

Address: Great Minster House
33 Horseferry Road
London

SW1P 4DR

Email:

DirectAgreements@dft.gov.uk

Name:

[COUNTERPARTY COMPANY NAME]

Address:

[INSERT DETAILS]

Email:

[INSERT DETAILS]

Attention:

[INSERT DETAILS]

Any such notice or other communication shall be deemed to have been received by the party to whom it is addressed if sent by hand, recorded delivery, email or pre-paid first class post, when so delivered.

13 CONFIDENTIALITY

13.1 Subject to the provisions of the Act and Clauses 13.2 and 13.3, each party shall hold in confidence all documents, materials and other information, whether technical or commercial, supplied by or on behalf of the other party to this Agreement (including without limitation all documents and information supplied in the course of proceedings set out in the Dispute Resolution Rules) and shall not, except with that other party's written authority, publish or otherwise disclose the same otherwise than as expressly provided for in this Agreement unless or until the recipient party can reasonably demonstrate that any such document, material or information is in the public domain through no fault of its own and through no breach of this Agreement, whereupon to the extent that it is in the public domain this obligation shall cease.

13.2 A party shall be entitled to disclose any data or information acquired by it under or pursuant to this Agreement or information relating to a dispute arising under this Agreement without the prior written consent of the other party if such disclosure is made in good faith:

13.2.1 to any outside consultants or advisers engaged by or on behalf of such party and acting in that capacity upon obtaining from such consultants or advisers an undertaking of confidentiality equivalent to that contained in Clause 13.1;

13.2.2 to the extent required by law or pursuant to an order of any court of competent jurisdiction or under the Dispute Resolution Rules or the rules of a recognised stock exchange or a formal or informal request of any taxation authority; and

13.2.3 to directors, employees and officers of such party, to the extent necessary to enable such party to perform its obligations under this Agreement or to protect or enforce its rights under this Agreement.

13.3 Nothing in this Clause 13 shall be deemed to prohibit, prevent or hinder or render the Secretary of State liable for the disclosure of any information by the Secretary of State to the Office of Rail and Road, the Parliamentary Commissioner for Administration, a Minister of the Crown or any department of the government of the United Kingdom or of information which is otherwise

disclosed for the purpose of facilitating the carrying out of the Secretary of State's functions under the Act.

14 DISPUTES AND REMEDIES

- 14.1 Any disputes arising out of or in connection with this Agreement shall in the first instance be referred to mediation followed, if necessary, by arbitration pursuant in each case to the Dispute Resolution Rules.
- 14.2 Notwithstanding Clause 14.1, in the event that either the Counterparty or the Secretary of State does not agree to refer the dispute to mediation and/or arbitration, then it shall be resolved or determined in accordance with Clause 15.
- 14.3 Nothing in this Clause 14 shall preclude the Counterparty or the Secretary of State from commencing, continuing or otherwise taking any step by litigation in pursuance of the resolution or determination of the dispute, unless an agreement is reached to refer the dispute to arbitration.

15 GOVERNING LAW AND JURISDICTION

15.1 Governing Law

This Agreement (and any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with English Law.

15.2 Jurisdiction

- 15.2.1 The Counterparty and the Secretary of State irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
- 15.2.2 ²[The Counterparty irrevocably appoints [NAME] of [ADDRESS] as its agent to receive on its behalf in England or Wales service of any proceedings under Clause 15.2.1. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Counterparty) and shall be valid until such time as the Secretary of State has received prior written notice that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Counterparty shall forthwith appoint a substitute acceptable to the Secretary of State and deliver to the Secretary of State the new agent's name and address within England and Wales.]

16 FORM OF AUTHORITY

The signature of this Agreement by or on behalf of a party shall constitute an authority to the solicitors, or an agent or employee of the solicitors acting for that party in connection with this Agreement to date it on behalf of that party.

17 FREEDOM OF INFORMATION

For the purposes of this Clause 17:

“FOI Legislation” means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance issued by the Information Commissioner, the Department for Constitutional Affairs or the Department for the Environment, Food and Rural Affairs in relation to such legislation;

“Information” means information recorded in any form held by the Secretary of State or held by the Counterparty on behalf of the Secretary of State and relating to this Agreement; and

“Information Request” means a request for Information under the FOI Legislation.

- 17.1 The Counterparty acknowledges that the Secretary of State is subject to the FOI Legislation and agrees to assist and co-operate with the Secretary of State to enable the Secretary of State to comply with the Secretary of State’s obligations under the FOI Legislation. The foregoing shall not preclude the Counterparty from objecting to a disclosure of Information.
- 17.2 Without prejudice to the generality of Clause 17.1, the Counterparty shall and shall procure that its employees, advisers, representatives or agents shall:
 - 17.2.1 transfer to the Secretary of State all Information Requests that they receive as soon as practicable and in any event within two (2) Business Days of receiving an Information Request; and
 - 17.2.2 in relation to Information held by the Counterparty on behalf of the Secretary of State and the disclosure of which is validly requested in an Information Request, provide the Secretary of State with details about and/or copy of all such Information that the Secretary of State reasonably requests. Such Information shall be provided within five (5) Business Days of receipt of a copy of the Information Request from the Secretary of State (or such other period as the Secretary of State may reasonably specify) and in such form as the Secretary of State may reasonably specify.
- 17.3 Where the Secretary of State receives an Information Request relating to this Agreement, the Secretary of State shall as soon as practicable, and in any event within five (5) Business Days, send a copy of the Information Request to the Counterparty and shall consult the Counterparty on how disclosure under the FOI Legislation would affect the commercial interests of the Counterparty.
- 17.4 The Secretary of State shall determine whether Information is exempt information under the FOI Legislation and what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation, giving due regard to the representations made by the Counterparty pursuant to Clause 17.3.
- 17.5 The Secretary of State shall not disclose any information set out in any Key Contract or otherwise supplied to the Secretary of State by the Counterparty in response to an Information Request

unless legally obliged to do so and shall, in any event, not disclose any such information if the Secretary of State determines that any relevant exemption of the FOI Legislation is applicable.

- 17.6 The Counterparty shall not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Secretary of State.

18 RIGHTS OF THIRD PARTIES

This Agreement does not create any right under the Contracts (Rights of Third Parties) Act 1999 which is enforceable by any person who is not a party to it.

19 COUNTERPARTS

This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, all of which when taken together will constitute one and the same document.

IN WITNESS whereof this Agreement has been entered into on the date stated at the beginning of it.

SIGNED FOR AND ON BEHALF OF)
)
The Secretary of State for)
Transport

Print Name of Authorised Signatory:

Position:

3SIGNED FOR AND ON BEHALF OF)
)
[INSERT NAME OF)
COUNTERPARTY]

Print Name of Director/Authorised Signatory:

Position:

SCHEDULE 12 - GLOSSARY

Defined term	Definition
Accessible Customer Service Regime (ACSR)	one of XC's three regimes which makes up the overall Service Quality Regime (SQR). This one is undertaken by covert Mystery Shoppers with accessibility needs and focuses on the elements of the customer journey that are most important to customers with additional travel needs.
Act	the Procurement Act 2023.
Associated Person or Associated Supplier	as defined in section 26(4) of the Act i.e. a person the Bidder is relying on in order to satisfy the Conditions of Participation as set out in the ITP (other than a guarantor).
Back-office System	will be the means by which XC, its inspections supplier and other approved third parties including the DfT and independent auditors view and act upon submitted inspection data. It will also be the place where the SQ Register can be viewed and exported from.
Bidder or Bidders	a supplier or suppliers (as the case may be) participating in the Procurement.
Central Digital Platform	the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Commercial	means the commercial element of the Procurement as further detailed in paragraph 10 of this ITT.
Competitive Flexible Procedure	the competitive flexible procedure as defined in section 20(2) of the Act.
Conditions of Participation	the conditions of participation as set out in the ITP document.
Connected Person	as defined in paragraph 45 of Schedule 6 of the Act, i.e. (a) A person with "significant control" over the Supplier (within the meaning given by section 790C(2) of the Companies Act 2006); (b) A director or shadow director of the Supplier; (c) A predecessor company (as defined in paragraph 45 of Schedule 6 of the Act); (d) Any other person who it can reasonably be considered stands in an equivalent position in relation to the Supplier as a person with paragraphs (a) to (d); (e) Any person with the right to exercise or who actually exercises, significant influence or control.
Contract	the contract to be entered into by XC with the successful supplier.
Contract Award Notice	the notice described in section 50 of the Act.
Contract Details Notice	the notice described in section 53 of the Act.

Contract Performance Notice	the notice described in section 71 of the Act.
Core Supplier Information	as defined in regulation 6(9) of the Regulations.
Customer Service Regime (CSR)	one of XC's three regimes which makes up the overall Service Quality Regime (SQR). This one is undertaken by covert Mystery Shoppers and focuses on the elements of the customer journey that are largely provided by information platforms, customer contact channels and train crew.
Data Protection Legislation	<p>all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction including without limitation:</p> <p>the General Data Protection Regulation (EU) 2016/679;</p> <p>the UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;</p> <p>the Data Protection Act 2018;</p> <p>the Privacy and Electronic Communications (EC Directive) Regulations 2003; and</p> <p>any order, guidelines and instructions issued by a relevant national or judicial authority in England or the European Union together with all legally binding guidance and codes of practice issued or adopted by a regulator (or group of regulators) with jurisdiction over the data processing arrangements contemplated by the Project.</p>
DfT	means the Department for Transport.
Draft Contract	the draft Contract as set out in Schedule 4 to this ITT.
EIR	Environmental Information Regulations 2004.
Evaluation Criteria	are the rules a contracting authority sets to assess and compare tenders, in order to decide which bid is the most advantageous in a procurement process.
Excludable Supplier	a Bidder where XC considers (i) that a discretionary exclusion ground applies to the Bidder and, (ii) that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A Bidder will also be an excludable supplier where a minister of the crown has already determined this – i.e. where the Bidder or an Associated Person is on the debarment list because of a discretionary exclusion ground.

Excluded Supplier	a Bidder where XC considers: (i) that a mandatory exclusion ground applies to the Bidder or an Associated Person and, (ii) that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A Bidder will also be an excluded supplier where a minister of the crown has already determined this – i.e. where the Bidder or an Associated Person is on the debarment list because of a mandatory exclusion ground.
Final Tender(s)	the tender submitted by each Bidder in response to the ISFT for evaluation by XC in accordance with the Conditions of Participation and the requirements and award criteria set out within the ISFT.
FOIA	Freedom of Information Act 2000.
GDPR	General Data Protection Regulation.
Inspector	an individual who is carrying out an inspection under the Train Service Regime (TSR) which is not covert in nature.
Invitation to Participate or ITP	the document setting out the Project and the PSQ.
Invitation to Submit Final Tenders or ISFT	described at paragraph 4.4 of this ITT.
Invitation to Tender or ITT	this document.
Key Performance Indicators or KPIs	the key performance indicators (KPIs) set out in the Draft Contract.
Legal	means the legal element of this Procurement as further detailed in paragraph 9 of this ITT.
Mystery Shoppers	an individual carrying out a customer service quality inspection or accessible customer service quality inspection that is covert in nature.
Preferred Bidder	the Bidder whose Final Tender is identified as the most advantageous tender to XC.
Procurement	the procurement of a Service Quality Regime System being procured under Tender Notice (ref: 2025-000008).
Procurement Pack	this ITT and associated documents.
Procurement Specific Questionnaire or PSQ	the questionnaire containing the Conditions of Participation for the Procurement, completed by shortlisted Bidders receiving this ITT.
Procurement Terms and Conditions	means the Procurement terms and conditions as defined in Schedule 1 of this ITT.

Procurement Timetable	the timetable for this Procurement as set out in paragraph 5.4.
Project	Service Quality Regime System.
Railway Period	the railway industry works to 13 periods each year which are usually four weeks long, start on a Sunday and end on a Saturday. The exception is that Period 13 always ends on 31 March and Period 1 always starts on 01 April.
Regulations	the Procurement Regulations 2024 (SI 2024 No. 692).
Secretary of State	means the Secretary of State for Transport acting through the Department for Transport or such other agency, department or other organisational unit as they may from time to time nominate, and any successor to all or part of her functions.
Service Credits	the service credits set out in the Draft Contract.
Service Levels	the service levels set out in the Draft Contract.
Service Quality Regime (SQR)	is the framework used to measure and enforce the quality of passenger services — covering reliability, punctuality, cleanliness, information provision, staff service, and accessibility — with performance monitored through audits, surveys, and inspections, and linked to incentives or penalties for operators.
Service Quality Schedule	this sets out the scope of inspection criteria for each regime that makes up the Service Quality Regime (SQR). For the Train Service Regime (TSR), it also includes rectification timescales for faults identified during Train Service Quality Inspections (TSQIs) for which XC's success at meeting these is measured and reported to the DfT.
Specification	means the specification set out in Schedule 2 of this ITT.
SQ Register	a database of assets that are in scope of Train Service Quality Inspections (TSQI).
Technical	means the technical element of this Procurement as further detailed in paragraph 8 of this ITT.
Tender Notice	the tender notice with reference 2025-000008 published on 7 th October 2025 on the Central Digital Platform.
Train Service Quality Inspection (TSQI)	a non-covert inspection carried out by an inspector which focuses on the elements of the customer journey that are influenced by the on-train environment. XC must not be informed of when it will take place in advance.
Train Service Regime (TSR)	one of XC's three regimes which makes up the overall Service Quality Regime (SQR). This one is undertaken by non-covert Inspectors and focuses on the train environment including upkeep, cleanliness and information facilities and services.

User Acceptance Testing (UAT)	is the process whereby XC undertakes testing to ensure that suppliers are delivering products and services which meet the contracted requirements in a reliable and consistent manner. Approach is specified in Schedule 2 of this ITT.
XC	XC Trains Limited, incorporated and registered in England and Wales with company number 04402048 whose registered office is at 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP.

SCHEDULE 13 – FORM OF TENDER

Dear Sir or Madam

FORM OF TENDER

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Invitation to Submit Final Tenders supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the Draft Contract.

Included within this document are the following:

Checklist for tenderers

List all documents to be submitted.

Document Name	Included (Y/N)
Schedule 14 Certificate of non-collusion and non-canvassing	
Schedule 13: Form of tender	
Schedule 15: Commercially sensitive information	
Schedule 11: Umbrella direct agreement and guidance note	
SQR System – Supplier Response Template (Mandatory)	
Technical Evaluation Questions Response	
Mobilisation Plan	
TERM SUPPLY AGREEMENT FOR SERVICES AND OR SOFTWARE	
Pricing Template – System	
Final Pricing Schedule set out in Schedule 4 (Draft Contract)	

Note: If Bidders do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

I/We confirm that I/we can supply the Contract as specified in our response to the Invitation to Submit Final Tenders and in accordance with the financial model response submitted.

I/We confirm that we accept the terms of the Draft Contract as issued with the Invitation to Submit Final Tenders.

I/We understand that XC or the successor operator reserves the right to accept or refuse this Final Tender in accordance with the Procurement Act 2023 and/or the Invitation to Submit Final Tenders.

I/We confirm that all information supplied to XC or the successor operator and forming part of this Final Tender and any previous submissions is true and accurate.

I/We confirm that the Bidder, together with all Associated Suppliers:

- are registered on the Central Digital Platform
- have ensured their information contained on the Central Digital Platform is true and accurate

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify XC or the successor operator immediately and update such information should this be required.

I/We confirm that this Final Tender will remain valid for acceptance for of a period of 120 days from the date of this form of tender or until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Bidder to the contractual obligations contained in the Invitation to Submit Final Tenders and the Draft Contract.

I/We understand that non-compliance with the requirements of the Invitation to Submit Final Tenders or with any other instructions given by XC or the successor operator may lead to me/us being excluded by XC or the successor operator from (further) participation in the Procurement.

I/We agree that XC or the successor operator may disclose the Bidder's information/documentation (submitted to XC or the successor operator during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

Signature

Name (print)

Position

Bidder name

Date

SCHEDULE 14 – CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

1. Statement of non-canvassing
 - 1.1 I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of XC or the successor operator in connection with this Procurement and the proposed award of the contract by XC or the successor operator, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that XC or the successor operator may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.
 - 1.2 I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of XC or the successor operator in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.
2. Statement of non-collusion
 - 2.1 XC or the successor operator must receive bona fide competitive tenders from all Suppliers.
 - 2.2 In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).
 - 2.3 I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our Final Tender being successful, during the term of the contract, any of the following acts:
 - 2.3.1 communicate to any person, other than XC or the successor operator, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
 - 2.3.2 enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by XC or the successor operator or as to the amount of any offer submitted by them during the course of this process
 - 2.3.3 cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the appropriate amount of any other tender for the contract
 - 2.3.4 commit any offence under the Bribery Act 2010
 - 2.3.5 offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that XC or the successor operator may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

Signature	
Name (print)	
Position	
Bidder name	
Date	

SCHEDULE 15 – COMMERCIALLY SENSITIVE INFORMATION

This Schedule should be read in conjunction with the relevant paragraphs relating to environmental information (EIR) in the Procurement Terms and Conditions.

I declare that I wish the following information to be designated as commercially sensitive:

--

The reason(s) it is considered that this information should be exempt under EIR is:

--

The period of time for which it is considered this information should be exempt is:

--

Bidder to amend as appropriate [until award of Contract OR during the period of the Contract OR for a period of [number] years until [month], [year]].

--

Signature

Name (print)

Position

Bidder name

Date
