

9th October 2025

Invitation to Participate relating to Service Quality Regime (SQR)
Inspection Services

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1. INTRODUCTION

- 1.1 XC Trains Limited (**XC**) is conducting this Procurement to select a supplier for the provision of Service Quality Regime Inspection Services.
- 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 on 9th 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 SQR Inspection Services. 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 The rights, remedies and obligations of XC in respect of this Procurement shall be construed as the rights, remedies and obligations of a successor operator in the event this Procurement is transferred, and therefore exercisable and enforceable by such a successor operator, including the right to award a Contract at the end of the Procurement (such Contract would therefore be with the successor operator). In the event of a transfer of this Procurement to a successor operator, Bidders agree and acknowledge that all documents and information submitted in accordance with this Procurement may be shared with and transfer to the successor operator. The successor operator shall become the contracting authority for the purposes of the Procurement on the date of transfer (and on the date of transfer XC shall cease to be the contracting authority), in such circumstances references in this document to XC shall be construed as references to the successor operator legal entity
- 1.5 This Invitation to Participate (**ITP**) accompanies the Procurement Specific Questionnaire (**PSQ**) which forms the Conditions of Participation for this Procurement and is for use by all Bidders interested in participating in this Procurement process being undertaken by XC.
- 1.6 This document has been prepared to assist Bidders in deciding whether to participate 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 submission.
- 1.7 The contents of this document together with the Invitation to Tender and associated documents form the procurement pack (**Procurement Pack**) for this Procurement process and are provided on the terms set out in this document.
- 1.8 Please note that the draft ITT at Schedule 3 contains information regarding XC's requirements for the Project and includes reference to the draft documentation which will be used to implement the Project. Note that XC reserves its right to revise and update the draft ITT prior to its formal issue. Bidders must ensure that they carefully consider the relevant information in the draft ITT to understand the full scope of the Project and what will be required from Bidders who submit a response to the PSQ and/or submit a tender. **For the avoidance of doubt no Bidder is required to provide a response to any aspect of the draft ITT as part of its PSQ**

submission. The final version of the ITT will be issued to Bidders in accordance with the terms of this document.

- 1.9 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 and 1.4 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 at Schedule 1.
- 1.10 Bidders must read and ensure compliance with the Procurement Terms and Conditions contained in Schedule 1. This contains important information on key legal and commercial issues relating to this Procurement including warranties provided by each Bidder when responding to this ITP and PSQ.
- 1.11 Common terms and expressions shall have the meanings ascribed to them in the glossary in Schedule 5.
- 1.12 All references to a "section" are to a section in the Act unless otherwise stated.
- 1.13 All references to a "paragraph" or "Schedule" are to a paragraph or schedule of this document unless otherwise stated.
- 1.14 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. 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 XC's NRC. The NRC sets out the obligations that TOCs have to deliver to ensure compliance with the Contract, 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 the XC (as described in paragraph 1.3 and 1.4 above).
- 3.2 The key elements and strategic objectives of the Project are:
 - 3.2.1 Train Service Regime (TSR) inspections by inspectors;
 - 3.2.2 Customer Service Regime (CSR) inspections by mystery shoppers;
 - 3.2.3 Accessible Customer Service Regime (ACSR) inspections by mystery shoppers with additional accessible needs;
 - 3.2.4 Provision of mobile devices to the supplier inspectors and mystery shoppers for running inspection forms; and
 - 3.2.5 Inspection data quality assurance.
- 3.3 The purpose of the Procurement is to select a supplier to deliver SQR Inspection Services.
- 3.4 The value of the Contract is as follows:
 - 3.4.1 £365,000 excluding VAT per annum
- 3.5 The Contract's duration is for three years. XC reserves the right to extend the Contract, in whole or in part, for up to two 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 SQR Inspection Requirements document in Appendix 1 and all Bidders interested in the Project should carefully consider this information prior to submitting a PSQ response.
- 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.

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) Change to XC's timetable of train services; and/or
- (e) Change to employment legislation.

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 A copy of the Draft Contract is contained in the draft ITT at Schedule 3.

4. PROCUREMENT PROCESS

4.1 The Procurement process will follow the Competitive Flexible procedure in accordance with the Act.

4.2 Stage 1 – Invitation to Participate

4.2.1 Stage 1 commenced with the issuing of a Tender Notice on 9th October 2025 and the publication of the ITP.

4.2.2 The ITP includes a Procurement Specific Questionnaire (**PSQ**) which all Bidders are required to complete and return in accordance with the Procurement Timetable and instructions within this ITP.

4.2.3 The ITP responses will then be evaluated by XC. Further details of the selection criteria and process that will be followed to determine the shortlist of Bidders is set out at paragraph 7.5 of this document.

4.2.4 Following evaluation of the responses to the PSQ, provided there are sufficient suitable Bidders based on the PSQ evaluation, XC intends to invite the top four (4) scoring Bidders to participate in the next stage of the Procurement.

4.2.5 Bidders who are successfully shortlisted in Stage 1 will be invited to participate in Stage 2, details of which can be found in the draft ITT.

4.2.6 Bidders should note that XC reserves the right to re-assess any response to the PSQ at any stage, including 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.

4.3 Further details regarding the next stages of the Procurement, and the Procurement process as a whole are set out in the draft ITT at Schedule 3.

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 be considered for selection to progress to the next stage of this Procurement process are required to complete and submit their PSQ response (together with all relevant supporting documents) no later than 17:00 on 3rd November 2025.
- 5.3 In the event that a PSQ 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	09/10/2025
Deadline for clarification questions	20/10/2025
Estimated date for response to clarification questions	27/10/2025
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 ITT responses	09/12/2025
Evaluation of ITT responses	09/01/2026
Preferred Bidder stage	16/01/2026
XC internal approvals	23/01/2026
Department for Transport approvals	20/02/2026
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 PSQ responses should be made via email to the address given in 6.4 by the response deadline set out in paragraph 5.2.
- 6.2 For technical support in connection with the submission, Bidders must submit their queries via the email to the address given in 6.4.
- 6.3 PSQ responses must comply with the instructions and requirements as set out in this document and the PSQ.

6.4 Submission contact details

- 6.4.1 XC will be using an email address to communicate with Bidders for this Procurement.
 - 6.4.2 Bidders should email sqriinspections.admin@crosscountrytrains.co.uk to express their wish to participate in this Procurement and in providing its PSQ response.
- 6.5 The following requirements must be adhered to when submitting PSQ responses:
- 6.5.1 The PSQ response must be submitted in the English Language.
 - 6.5.2 All financial information must be stated in GBP exclusive of VAT
 - 6.5.3 The pages of the PSQ response documents must be numbered sequentially.
 - 6.5.4 Any additional pre-existing material which is necessary to support the PSQ response should be included as appendices with cross-references to this material in the main body of the PSQ response.
 - 6.5.5 Where documents are embedded within other documents Bidders must upload separate copies of the embedded documents.
 - 6.5.6 Each PSQ response document must be uniquely named or referenced.
 - 6.5.7 A table of contents must be provided.
 - 6.5.8 Bidders should only submit such information as is necessary to respond effectively to these instructions and the PSQ. PSQ responses will be evaluated on the basis of the information submitted by the deadline.
- 6.6 When completing the PSQ Bidders may enlarge the answer boxes to ensure they have 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.
- 6.7 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 Bidders need to provide additional information in response to the questions, please submit a clearly identified annex where permitted.
- 6.8 **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.

- 6.9 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.
- 6.10 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.
- 6.11 In order for evaluators to easily find all documents relevant to a question, it is vital that Bidders adhere to the instructions given here. Please note within the 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.

6.12 Documents to be submitted

The PSQ response **must** include each of the following:

Document	Location in this ITP	Instruction
Procurement Specific Questionnaire (including all relevant declarations)	Schedule 2	Complete and submit by email
Certificate of Non-collusion and Non-canvassing	Schedule 6	Complete and submit by email
Commercially Sensitive Information	Schedule 7	Complete and submit by email (if applicable)

6.13 Clarifications

- 6.13.1 Any requests for clarification relating to the Procurement must be submitted via email, using the provided template 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.
- 6.13.2 Bidders should clearly reference the appropriate document from the Procurement Pack, and where appropriate the section and paragraph reference, to which their query relates.
- 6.13.3 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 address given in 6.4.
- 6.13.4 If Bidders identify a technical issue with submitting their response to the email address given in 6.4 they should contact XC without delay via the following contact point at:

Hardeep Viridi, Procurement Manager

- 6.13.5 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.
- 6.13.6 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) informs Bidders that it is required to assist the Secretary of State with EIR or FOIA requests.
- 6.13.7 Failure to fully complete the PSQ or provide any required documentation to answer any question may preclude consideration of any PSQ response. However, XC reserves the right, at its discretion, to request further relevant information in writing from any Bidder by way of clarification.
- 6.13.8 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.

6.14 Consortium bids and sub-contracting

- 6.14.1 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.
- 6.14.2 XC requires all Bidders to identify in the PSQ whether and which subcontracting or consortium arrangements apply in the case of their tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity the Bidder proposes to be the main Bidder.
- 6.14.3 Unless instructed otherwise when answering the questions, please give details that specifically relate to the Bidder. Where the Bidder is a consortium, joint venture or other joint arrangement (including use of sub-contractors) responses should be given as follows:
- (a) responses to the questions in the PSQ (other than Part 3) should be given in respect of each relevant member of the consortium/proposed major service provider / sub-contractors which are to be relied upon to meet the selection criteria to which the question is relevant and a self-declaration should be made by each member of the consortium and proposed major service provider (including sub-contractors which are being relied upon to meet the selection criteria); and
 - (b) submissions for Part 3 of the PSQ should be given as a consolidated response of the consortium.
- 6.14.4 For the avoidance of doubt, Bidders are required to provide information relating to their proposed major contracting parties (e.g. building contractor and/or any other relevant

member of a consortium/proposed key service providers and sub-contractors) which are to be relied upon to meet the selection criteria by naming those organisations at Part 2 of the PSQ.

- 6.14.5 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 via email, so that it can make a further assessment by applying the selection criteria to the new information provided.
- 6.14.6 Please note that any further assessment may result in de-selection of the Bidder.
- 6.14.7 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.
- 6.14.8 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.

7. EVALUATION OF PROCUREMENT SPECIFIC QUESTIONNAIRE

- 7.1 XC will use the PSQ to confirm that neither the Bidder, nor any related persons within its corporate group, Associated Persons relied on to meet the Conditions of Participation, or proposed sub-contractors are listed on the Cabinet Office debarment list. To the extent any such entities are listed on the debarment list, XC will consider whether to exclude the Bidder from participating in the Procurement in accordance with its obligations under the Act.
- 7.2 In addition, XC will consider whether the Bidder or 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; before XC determines that a Bidder is an Excluded or Excludable Supplier, it will provide the Bidder reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances. 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 exclude the Bidder and provide the Bidder with reasonable opportunity to replace the Associated Person or sub-contractor. If as a consequence of this process XC excludes the Bidder from participating in the Procurement, 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.
- 7.3 XC will also undertake a review of the completed PSQ with reference to any information held on the Central Digital Platform. Responses to any Conditions of Participation will be assessed in accordance with the selection process and any selection criteria set out in the Tender Notice, PSQ and described at paragraph 7.5 below.
- 7.4 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.

7.5 Evaluation process

- 7.5.1 A Bidder wishing to participate in the Procurement must provide the information requested in the PSQ at Schedule 2; failure to do so may result in a Bidder's response being deemed non-compliant and exclusion from the Procurement process without further notice.
- 7.5.2 The PSQ evaluation process will be conducted to ensure that responses are treated equally and fairly and in accordance with all legal requirements under the Act.

7.5.3 The completed PSQ response for each Bidder will be reviewed and evaluated in the following order:

- (a) Responses will be checked to ensure all questions have been answered (and associated information has been provided) in accordance with these instructions.

Submissions which do not answer all relevant questions, provide the required information, are not completed correctly in accordance with these instructions or do not complete the Self-Declaration at the end of the PSQ may be classed as a fail and be excluded from the process and will not be scored further.

- (b) Responses to Part 1 of the PSQ will be evaluated.

If the Bidder has included all of the information requested and responds "No" to Question 5, it will be considered a pass unless XC considers that the Bidder is an Excluded or Excludable Supplier and excludes the Bidder from the Procurement Process in accordance with paragraph 7.2 above.

- (c) Responses to Part 2A of the PSQ (Associated Persons) will be evaluated.

If the Bidder has included all of the information requested and responds "No" to Question 9, it will be considered a pass unless the Bidder is excluded from the Procurement Process in accordance with paragraph 7.6.1 below.

- (d) Responses to Part 2B of the PSQ (Intended sub-contractors) will be evaluated.

If the Bidder has included all of the information requested and responds "No" to Question 11, it will be considered a pass unless the Bidder is excluded from the Procurement Process in accordance with paragraph 7.6.2 below.

- (e) Responses to question 14 of Part 3A of the PSQ (Insurances) will be evaluated in accordance with paragraph 7.7.

If a Bidder fails to confirm it either currently holds or will hold the required insurances if successful it will be classed as a fail, be excluded from the process and will not be scored further.

- (f) Responses to questions 15, 16, 17 and 18 of Part 3A of the PSQ (Legal capacity) will be evaluated.

If a Bidder responds 'No' it will be classed as a fail, and be excluded from the process and will not be scored further.

- (g) Responses to questions 19, 20, 21 and 22 of the PSQ (Technical ability) will then be evaluated, scored and weighted scores calculated in accordance with the evaluation methodology set out below at paragraphs 7.5.4 and 7.8.

Where a Bidder scores 2 or lower in respect of any response to these questions, XC reserves the right to exclude the Bidder from the process and it may not be scored further.

7.5.4 Evaluation of the scored questions will be undertaken by a panel of evaluators appointed by XC. Each panel member will first undertake an independent evaluation of the response, applying the relevant Award Criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question. If a consensus score cannot be achieved, the final score will be decided by the majority score awarded.

- 7.5.5 Where appropriate, XC may issue further clarification questions to a Bidder for information that is required to reach a final score.
- 7.5.6 A single evaluator will not be reviewing all parts of each response to the PSQ, and therefore Bidders should ensure that their responses to each element of the assessment are self-contained and do not cross-refer to other elements of their PSQ response.
- 7.5.7 Bidders' total weighted scores will then be calculated and Bidders ranked in numerical order based on their respective scores to identify the Bidder who will be invited to participate in the next stage of the Procurement process.
- 7.5.8 The evaluation of each section of the PSQ can be summarised as follows:

Part	Section	Criteria	Question	Weighting
Preliminary Questions		Bidder information and the bidding model	Questions 1 - 4	Information only
Part 1		Confirmation of Core Supplier Information	Question 5	Information only*
Part 2	2A	Associated persons	Questions 6 – 9	Pass/fail
	2B	Listed of all intended sub-contractors	Questions 10 – 11	Pass/fail
Part 3	3A	Financial capacity	Questions 12 – 14	Pass/fail
	3A	Legal capacity	Questions 15 – 18	Pass/fail
	3A	Technical ability	Questions 19 – 22	Scored as indicated in the table at paragraph 7.8.1 below.

**unless the Bidder is an Excluded/Excludable Supplier; the evaluation process is set out at paragraph 7.5.3.*

7.6 Additional Exclusions Information Evaluation

7.6.1 Associated Persons

- (a) If any of the Associated Persons listed in Question 8 are on the debarment list or XC considers that any of the Associated Persons listed in the response are an Excluded or Excludable Supplier, XC will notify the Bidder and the Bidder will have the option to replace the relevant Associated Person(s).
- (b) If the Bidder does not replace the relevant Associated Person(s) or the replacement Associated Person(s) are also on the debarment list, the response will be classed as a fail and the Bidder will be excluded from the process if:
 - (i) the Associated Person(s) on the debarment list are Excluded Supplier(s); or
 - (ii) the Associated Person(s) on the debarment list are Excludable Supplier(s) and, based on the response provided, XC considers that the issues giving

rise to the Associated Person(s)' status as an Excludable Supplier will have a material effect on the Bidder's ability and/or suitability to undertake the Contract.

7.6.2 Intended sub-contractors

- (a) If any of the intended sub-contractors listed in a Bidder's response to Question 11 are on the debarment list or XC considers that any of the intended sub-contractors listed are an Excluded or Excludable Supplier, XC will notify the Bidder and the Bidder will have the option to replace the relevant intended sub-contractor(s).
- (b) If the Bidder does not replace the relevant intended sub-contractor(s) or the replacement intended sub-contractor(s) are also on the debarment list, the response will be classed as a fail and the Bidder will be excluded from the process if:
 - (i) the intended sub-contractor(s) on the debarment list are Excluded Supplier(s); or
 - (ii) the intended sub-contractor(s) on the debarment list are Excludable Supplier(s) and, based on the response provided, XC considers that the issues giving rise to the intended sub-contractor(s)' status as an Excludable Supplier will have a material effect on the Bidder's ability and/or suitability to undertake the Contract.

7.7 Insurances Evaluation

- 7.7.1 Bidders are required to have insurance policies in respect of public liability, professional indemnity, product liability and employer's liability each with a minimum level set out in Question 14 of the PSQ.
- 7.7.2 To the extent that a Bidder does not currently have such insurances in place it must confirm as part of its PSQ response that if it is appointed as the preferred Bidder it will put such insurances in place prior to entering into any contracts in relation to the Project.
- 7.7.3 **If a Bidder fails to confirm it either does not currently have such insurances in place or confirm that it will put them in place prior to entering into any contract(s) it will be excluded from this process and will not be scored further.**

7.8 Technical Ability Evaluation

- 7.8.1 Responses to the technical ability questions in Part 3A will be evaluated as follows:

Question Number	Description	Award Criteria	Weighting
19	Health and Safety	Scored in accordance with Scoring Methodology B in paragraph 7.8.4	10%
20	Previous Experience	Scored in accordance with Scoring Methodology A in paragraph 7.8.4	30%

Question Number	Description	Award Criteria	Weighting
21	Relevant Industry Experience	Scored in accordance with Scoring Methodology A in paragraph 7.8.4	30%
22	Delivery	Scored in accordance with Scoring Methodology A in paragraph 7.8.4	30%

7.8.2 Each Bidder's response to the scored technical ability questions shall be evaluated and scored in accordance with the associated scoring methodology set out in paragraphs 7.8.4 below.

7.8.3 For Questions 19, 20, 21 and 22 of the PSQ, a minimum threshold will apply. If the Bidder does not meet this minimum threshold then the Bidder will be excluded from this Procurement and the remainder of its tender will not be evaluated further.

Minimum Threshold = A minimum score of **3** for Questions 19, 20, 21 and 22.

7.8.4 Scoring Methodology A

Score	Description
	Note: The determining factor for the allocation of scores will be the level of confidence in the Bidder's ability.
5	The response covers all of the items detailed within the question. The response has a very high level of relevant and detailed information with clear evidence to back up the response. 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 provided with clear evidence to back up the response. 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 or backed up with clear evidence. 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 and evidence to back up the response. The response has many weaknesses, issues and omissions or the response provides a very low level of confidence in the Bidder's ability.
0	No response or does not answer the question.

Scoring Methodology B

Score	Description
5 Outstanding	A copy of the Bidder's current health and safety policy provided, how the Bidder tracks, manages, and reports on incidents, training, organisation charts, drugs and alcohol policy and any other relevant policy and procedures have been provided and are up to date. The response provided gives a high confidence that the Bidder will be able to meet the health and safety requirements. The Bidder has provided a high level of relevant and detailed information on its existing arrangements it has in place to manage health and safety effectively and control significant risks. This is backed up with clear and concise evidence. The response has no issues, weaknesses or omissions.
4 Very Good	A copy of the Bidder's current health and safety policy provided, how the Bidder tracks, manages, and reports on incidents, training, organisation charts, drugs and alcohol policy and any other relevant policy and procedures have been provided and are up to date. The existing arrangements the Bidder has in place to manage health and safety effectively and control significant risks have no issues, weaknesses or omissions. The response gives confidence that the Bidder could meet almost all of the requirements with relevant and detailed information, backed up with clear evidence; with a few minor issues, weaknesses or omissions.
3 Satisfactory	A copy of the Bidder's current health and safety policy provided, how the Bidder tracks, manages, and reports on incidents, training, organisation charts, drugs and alcohol policy and any other relevant policy and procedures have been provided but some appear dated or incomplete. The existing arrangements the Bidder has in place to manage health and safety effectively and control significant risks have minor issues, weaknesses or omissions. The response provides satisfactory evidence that the Bidder could meet key elements of the requirements, but the response is not fully detailed or fully backed up with clear evidence in some areas; with weaknesses, issues, or omissions in some areas.
2 Weak	A copy of the Bidder's current health and safety policy provided, how the Bidder tracks, manages, and reports on incidents, training, organisation charts, drugs and alcohol policy and any other relevant policy and procedures missing, and others may be dated or incomplete. The existing arrangements the Bidder has in place to manage health and safety effectively and control significant risks have some weaknesses, issues, or omissions, lacking detail, clarity and/or evidence and give poor confidence that the Bidder

Score	Description
	could meet the requirements. No or limited references are provided.
1 Incomplete	A copy of the Bidder's current health and safety policy provided, how the Bidder tracks, manages, and reports on incidents, training, organisation charts, drug and alcohol policy and any other relevant policy and procedures missing, dated or incomplete. The response does not include sufficient information or clarity or evidence or information in support, to determine whether existing arrangements the Bidder has in place to manage health and safety effectively and control significant risks are adequate.
0 Unacceptable	Failed to provide a response, or the response is wholly inconsistent with XC's requirements.

SCHEDULE 1

Procurement Terms and Conditions

1. PROCEDURAL REQUIREMENTS

- 1.1 This document together with all other associated documents (including any subsequent invitations to tender) provided to Bidders in connection with this Procurement contain procedural requirements which Bidders must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Bidder from the Procurement at XC's sole discretion.

2. CENTRAL DIGITAL PLATFORM

- 2.1 Bidders who wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Persons which are relevant for the purposes of this Procurement. Bidders must notify XC immediately if they are unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

3. TRANSPARENCY

- 3.1 Bidders should note that, in accordance with general transparency obligations and procurement law obligations under the Act, XC routinely publishes details of its procurement processes and awarded contracts. This may include, but is not limited to, the contract value, the identity of the successful Bidder, compliance with payment obligations and contract performance. Compliance with these obligations may involve XC taking steps without consultation with Bidders. Where required under the Act, a copy of the contract will be published (subject to XC making any reasonable and proportionate redactions permitted under the Act).
- 3.2 Where required, XC will disclose on a confidential basis any information it receives from Bidders during the Procurement to any third party engaged by XC for the specific purpose of assessing or assisting XC in assessing the Bidder's submission. In providing such information the Bidder consents to such disclosure.

4. MODIFYING THE PROCUREMENT

- 4.1 Neither the Tender Notice, this document (or any subsequent invitation to tender document(s)) nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of XC (or any other person) to enter into a contractual agreement.
- 4.2 XC reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
- 4.3 Bidders will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement.
- 4.4 XC reserves the right at any time:
- 4.4.1 to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Schedule 1;
 - 4.4.2 refine the award criteria and/or their associated weightings prior to inviting Bidders to submit tenders;
 - 4.4.3 to require a Bidder to clarify its PSQ or Tender Responses in writing and/or provide additional information — failure by a Bidder to respond adequately may result in its submission being rejected;

- 4.4.4 to alter the Procurement Timetable for this Procurement
- 4.4.5 to rewind and re-run any part of the Procurement on the same or alternative basis; or
- 4.4.6 to amend the Procurement as described herein, including the number of stages and the number of Bidders to be selected at any stage.

5. CONFIDENTIALITY AND PUBLICITY

- 5.1 Save to the extent made publicly available by XC, the information in this document (together with all attachments and any other information communicated to Bidders during the Procurement) is made available on the condition that it is treated as confidential information by the Bidder and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to XC, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of XC) to keep such information confidential.
- 5.2 Bidders must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of XC. When requesting prior written agreement, Bidders are required to detail the proposed media coverage including format and content of any publicity.

6. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION

- 6.1 The Secretary of State for Transport is subject to the Environmental Information Regulations 2004 (**EIR**) and the Freedom of Information Act 2000 (**FOIA**). XC and its subcontractors are required to assist and co-operate with the Secretary of State to enable compliance with the EIR and FOIA. All information submitted to XC may be disclosed in response to a request made to the Secretary of State pursuant to the EIR or the FOIA.
- 6.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive, the Bidder should:
 - 6.2.1 clearly identify which information is considered commercially sensitive and complete the table contained within Schedule 7;
 - 6.2.2 explain the potential implications of disclosure of such information;
 - 6.2.3 provide an estimate of the period of time for which the Bidder considers that such information will remain commercially sensitive.
- 6.3 NOT USED
- 6.4 Bidders should note, however, that the final decision on any EIR or FOIA request rests with the Secretary of State, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the EIR or FOIA is applicable, the Secretary of State will be obliged to disclose that information in response to a request. Accordingly, XC cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

7. DATA PROTECTION

- 7.1 For the purposes of this Section 7, the terms "process", "processing", "data controller", "data processor", "personal data", "data subject" and "personal data breach" shall have the same meaning as in the Data Protection Legislation.
- 7.2 XC and each Bidder (each, a **party** for the purposes of this Section 7) agrees that for the purposes of Data Protection Legislation, each party (to the extent it processes personal data) processes personal data as an independent data controller in its own right. Nothing in this ITP or any other document issued as part of the Procurement is intended to construe either party as the

data processor of the other party or as joint data controllers with one another with respect to the personal data.

7.3 Each party shall (and shall procure that any of their employees, staff, agents and sub-contractors involved in the Project shall):

7.3.1 comply with its obligations under the Data Protection Legislation, including where appropriate, be registered with the Information Commissioners Office; and

7.3.2 without prejudice to Section 7.4, each party (**Disclosing Party**) agrees that if it provides personal data to the other party (**Receiving Party**), it shall ensure that it has provided all necessary information to, and obtained all necessary consents from, the data subjects of the personal data, in each case to enable the Disclosing Party to disclose the personal data to the Receiving Party and for the Receiving Party to use that personal data for the purpose of assessing and awarding the contract for the Project, in each case in accordance with Data Protection Legislation;

7.3.3 at all times process the personal data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures; and

7.3.4 promptly (and without undue delay) notify the other party in writing of each personal data breach of which it becomes aware relating to the personal data to the extent the security incident is likely to affect the other party.

7.4 The above is without prejudice to any other obligations placed on a Bidder in relation to its processing of personal data as agreed in writing between the Bidder and XC.

8. REQUIREMENTS ON SUB-CONTRACTORS AND CONSORTIA

8.1 If requested to do so by XC, a Bidder will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the Conditions of Participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Bidder's exclusion from the Procurement.

8.2 Where sub-contractors will play a significant role in the Service Quality Regime Inspection Services under a contract, Bidders must indicate the composition of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement, noting that ultimate responsibility will always rest with the prime contractor. For the avoidance of doubt, any sub-contractor relied upon by the Bidder to satisfy the Conditions of Participation will be considered to play a significant role in the Service Quality Regime Inspection Services under any ensuing contract and must be included.

9. PARENT COMPANY GUARANTEE OR OTHER SECURITIES

9.1 XC reserves the right to require a parent company guarantee or alternative equivalent form of security should the Bidder be successful in this Procurement.

9.2 Where the Bidder's parent company is incorporated outside the United Kingdom, XC will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Bidder's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.

9.3 Notwithstanding the above, XC may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where XC specifies any financial security requirements, acceptance of the requirements shall be

considered a mandatory condition and failure to accept the same may result in the Bidder's exclusion from the Procurement.

10. NON-COLLUSION, NON-CANVASSING

- 10.1 Any attempt by a Bidder or its advisers to influence the Procurement in any way may result in the exclusion of the Bidder, without prejudice to any other civil or legal remedies available to XC and without prejudice to any criminal liability that such conduct by a Bidder may attract.
- 10.2 Specifically, Bidders must not directly or indirectly at any time:
 - 10.2.1 devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance;
 - 10.2.2 enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission;
 - 10.2.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement;
 - 10.2.4 canvass any employees, members or agents of XC in relation to this Procurement;
 - 10.2.5 attempt to obtain information from any of the employees, members or agents of XC or their advisors concerning another Bidder or submission; or
 - 10.2.6 carry out any other co-operation or collusion with another Bidder or any other person which XC considers capable of undermining fair competition.
- 10.3 Bidders are required to complete and return Schedule 6 (Certificate of non-collusion and non-canvassing) noting that XC will be entitled to rely on the information provided in the certificate.

11. IMPROPER BEHAVIOUR

- 11.1 XC reserves the right to disqualify any Bidder from participating in the Procurement where XC determines that the Bidder has acted improperly resulting in it gaining an unfair advantage in relation to the award of contract and such unfair advantage cannot be avoided without disqualifying the relevant Bidder.
- 11.2 For these purposes, "acting improperly" includes where the Bidder:
 - 11.2.1 Fails to provide information requested by XC;
 - 11.2.2 Provides information to XC that is incompatible, inaccurate or misleading;
 - 11.2.3 Accesses confidential information; or
 - 11.2.4 Unduly influences XC's decision-making process.
- 11.3 Prior to any such disqualification, XC will notify the relevant Bidder of the intention to disqualify it via email and will provide the Bidder with five business days notice (or such other period as XC considers reasonable in the circumstances) to make representations and provide relevant evidence as to why the Bidder should not be disqualified. XC will consider any such representations and evidence prior to making its final decision which shall be communicated to the Bidder via email.

12. CONFLICTS OF INTEREST

- 12.1 Bidders are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act¹) exist between themselves and XC or its advisers. Bidders must notify XC immediately of any actual, potential or perceived conflict of interest.
- 12.2 In the event of any actual, potential or perceived conflict of interest, XC shall in its absolute discretion decide on the appropriate course of action. XC reserves the right to:
- 12.2.1 exclude any Bidder that fails to notify XC of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists;
 - 12.2.2 request further information from any Bidder and require any Bidder to take reasonable steps to mitigate a conflict of interest. This may include requiring any Bidder to enter into a specific conflict of interest agreement with XC. Failure to do so may result in the Bidder being excluded from participating in, or progressing as part of, the Procurement process.
- 12.3 XC strongly encourages Bidders to contact XC as soon as possible using the email address given in 6.4 should it have any concerns regarding actual, potential or perceived conflicts of interest.

13. CONFLICT ASSESSMENTS

- 13.1 XC confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

14. INTELLECTUAL PROPERTY

- 14.1 Bidders are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by XC and/or its advisers in this Procurement, in whatever format, belong to XC, its advisers or the relevant owner/licensor. Bidders shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of XC. All documentation supplied by XC in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Bidders.

15. ANTI-COMPETITIVE BEHAVIOUR

- 15.1 Bidders are reminded of their obligations under applicable competition laws. XC may require evidence from Bidders that their arrangements are not anticompetitive and reserves the right to require any Bidder to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 15.2 Any evidence of anti-competitive behaviour may result in a Bidder being disqualified from the Procurement. XC also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
- 15.3 Bidders should note that anti-competitive behaviour may result in the Bidder being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Bidder may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

¹ Bidders are referred to section 81 of the Act – "interest" includes a personal, professional or financial interest and may be direct or indirect.

16. CONTRACT

- 16.1 A tender submission is an offer to enter into a Contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by XC. Any document submitted by a Bidder shall only have contractual effect when it is contained within an executed written contract.
- 16.2 The Bidder's Final Tender submission must remain valid for acceptance for of a period of 120 days from the date of its submission or until any procurement challenges have been resolved.

17. BIDDER WITHDRAWAL

- 17.1 Bidders may withdraw from the Procurement at any time before the submission deadline by providing written notification to XC via the email address given in 6.4

18. BIDDER ELIGIBILITY

- 18.1 Bidders are reminded that the eligibility requirements in this document, ITT, Tender Notice and all other associated tender documents apply to the Procurement at all times.
- 18.2 XC reserves the right to require any Bidder to provide such further information as XC may require (and for the avoidance of doubt, XC may make multiple requests) as to any issue addressed in this ITP or invitations to tender, including, but not limited to, the economic and financial standing of the Bidder at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
- 18.3 If there is any change in the Bidder's standing following the submission of the PSQ response (including throughout any subsequent stages of the Procurement process) which means that the information submitted by the Bidder at PSQ stage is no longer correct then the Bidder is required to immediately inform XC of the changes in writing via email to the address given in 6.4. XC reserves the right to reconsider the matters considered at PSQ stage and to revisit the Bidder's pre-qualified status at any time throughout the procurement process. For the avoidance of doubt, this includes any actual or perceived conflicts of interest.
19. If, following the submission of its PSQ response, there is any change in Associated Persons or the proposed composition of the Bidder (whether in the composition of any equity participants in a consortium or otherwise), the Bidder shall immediately inform XC, email to the address given in 6.4 and seek approval in advance for such change. XC reserves the right to consider the updated information and to revisit the Bidder's pre-qualified status.

20. BIDDER WARRANTIES

- 20.1 In responding to this ITP and/or any tender requests, the Bidder warrants, represents and undertakes to XC that:
- 20.1.1 it understands and has complied with the conditions set out in this document;
- 20.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to XC by the Bidder, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the relevant response to this document;
- 20.1.3 it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to this invitation and/or invitations to tender and has not submitted any response in reliance on any information, representation or assumption which may have been made by or on behalf of XC (with the exception of any information which is expressly warranted by XC);

- 20.1.4 it has full power and authority to respond to this document and to any invitations to tender and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to XC.
- 20.2 Bidders should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
 - 20.2.1 XC may exclude the Bidder from participating in this Procurement;
 - 20.2.2 the Bidder may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act;
 - 20.2.3 XC may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Bidder for damages;
 - 20.2.4 if fraud or fraudulent intent can be proved, the Bidder may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) — if there is a conviction, then the Bidder may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list.

21. AUTHORITY'S RIGHTS

- 21.1 XC reserves the right to disqualify (without prejudice to any other civil remedies available to XC and any criminal liability which such conduct may attract) any organisation who, in connection with their PSQ and/or any Tender:
 - 21.1.1 offers any inducement, fee or reward to any employee or board member of XC or any person acting as an adviser for XC in connection with the PSQ and/or Tender or the Project;
 - 21.1.2 does anything which would constitute a relevant breach of the Bribery Act 2010;
 - 21.1.3 canvasses any member or officer of XC in connection with the PSQ or any Tender or Project;
 - 21.1.4 contacts any member or officer of XC prior to contract signature about any aspect of the PSQ and/or any Tender in a manner not permitted by the PSQ and/or Procurement Pack (including without limitation contact for the purposes of discussing the Project and/or the possibility of their future employment or engagement by XC);
 - 21.1.5 has submitted a PSQ or Tender Response late, incorrectly, incompletely, or fails to meet XC's submission requirements which have been notified to Bidders; or
 - 21.1.6 is found guilty of serious misrepresentation in relation to its pre-qualification application, tender submissions and/or its conduct in the procurement process.
- 21.2 Any award of contract is subject to XC internal governance approvals.
- 21.3 XC reserves the right to reject or disqualify a Bidder where it (or any relied upon organisation) must or may be excluded under sections 26 to 31 of the Act at any stage during the procurement process.
- 21.4 XC reserves the right to discontinue this procurement process or disqualify any Bidder should its circumstances change and/or should it fail to comply with the procurement process without liability for any costs/losses incurred by any Bidder.

- 21.5 XC reserves a right to reject or disqualify a Bidder where it has undergone a change in identity, control, financial standing or other factor resulting in it no longer being able to satisfy the PSQ selection criteria.
- 21.6 Any costs or expenses incurred by any Bidder and its team, including advisors, will not be reimbursed by XC and XC will not be liable in any way to any Bidder, its team or advisors for any costs, expenses or losses incurred by the Bidder, its team or advisors or any other person in connection with any stage of this Procurement process.
- 21.7 Nothing in this Procurement Pack shall be taken as constituting an offer, contract (whether implied or otherwise), investment advice or agreement between XC and any other party.

22. AUTHORITY WARRANTIES

- 22.1 The Procurement Pack is made available in good faith. No warranty (whether express or implied) is given by XC as to the accuracy or completeness of the information contained in it and any liability for any inaccuracy or incompleteness is expressly disclaimed by XC and its advisors, provided that nothing in this document or any document issued under the Procurement seeks to exclude or limit the liability of any person for fraudulent misrepresentation. For the avoidance of doubt, where information is of a historical nature, such information:
- 22.1.1 may be subject to errors and omissions arising in the ordinary course of operations from time to time and
- 22.1.2 cannot be relied upon as evidence of future performance.
- 22.2 To the extent that this Procurement Pack contains matters of opinion, such opinions may have been correct at the time at which they were held and may no longer be correct or relevant.
- 22.3 Bidders should make their own investigations and independent assessment of XC requirements and should obtain appropriate advice prior to expressing an interest in and/or tendering for the Project.
- 22.4 Bidders are responsible for highlighting to XC any deficiencies, conflicts and/or ambiguities that prevent a Bidder from submitting a PSQ or Tender Response or responding to any sections in an accurate manner.

23. THIRD PARTIES

- 23.1 Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

24. GOVERNING LAW

- 24.1 The Procurement Pack, any contract ultimately awarded by XC and any disputes concerning the same (including non-contractual disputes or claims) shall be governed by English law and subject to the jurisdiction of the English courts.

SCHEDULE 2

Procurement Specific Questionnaire

Guidance to Bidders completing the PSQ

Please ensure you read this guidance before completing the PSQ. A copy of the PSQ is below for information purposes only. Bidders must complete the PSQ and submit via email to the address given in 6.4.

Public procurement is governed by legislation to ensure that procurement delivers value for money, competition, transparency and integrity.

The Procurement Specific Questionnaire (**PSQ**) has been designed to help XC ensure that suppliers share the right information when participating in a procurement. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:

1. **Part 1 – confirmation of Core Supplier Information**

Suppliers participating in procurements are expected to register on the Central Digital Platform (**CDP**). Suppliers can submit their Core Supplier Information and, where a procurement opportunity arises, share this information with XC via the CDP. It is free to use and will mean suppliers should not have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender>. Part 1 provides confirmation that suppliers have taken these steps.

2. **Part 2 – additional exclusions information**

Procurement legislation provides for an 'exclusion regime' and a published 'debarment list' to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their Connected Persons²) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.

- (a) As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that it is relying on to meet the procurement's Conditions of Participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are Associated Persons and their exclusions information must be shared with XC. XC recommends this is done by ensuring that the supplier sets up an Associated Persons register and that it submits and shares its information via the CDP (like the prime/main supplier).
- (b) In addition to the sub-contractors who are being relied on to meet the Conditions of Participation (who are Associated Persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list. If a sub-contractor is unknown at the start of the Procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with XC as soon as possible and at least by Final Tenders.

3. **Part 3 – Conditions of Participation**

² Connected Persons are persons who exercise (or have a right to exercise) significant influence or control over the supplier and those over which the supplier exercises (or has the right to exercise) significant influence or control. This includes majority shareholders, directors and shadow directors, parent and subsidiary companies and predecessor companies. The majority of the exclusion grounds state that they apply to the supplier or a Connected Person of the supplier.

XC has set Conditions of Participation which a supplier must satisfy in order to be awarded the Contract. The Conditions of Participation relate to the supplier's legal and financial capacity and technical ability.

Some of the information requested in the PSQ is for information purposes only. Other information will be assessed by XC. This includes a threshold which the supplier must meet. The information shared via the PSQ will be used as part of a selection process to limit the number of participating suppliers. Paragraph 7.5 of the ITP sets out the evaluation criteria and selection process to proceed to the next stage of the Procurement.

Suppliers should note that XC has legislative duties to publish certain information which relate to the supplier in its contract award notices³ and Contract Details Notices⁴. This information includes, but is not limited to:

- details of the winning supplier's Associated Persons
- details of the winning supplier's Connected Person information
- for certain procurements over £5 million, details of unsuccessful Bidders

Where a supplier is unsure or requires any clarification, it should submit a message via email to the address given in 6.4

³ Information requirements for contract award notices under the competitive flexible procedure are set out in regulation 27 (contracting authorities) and regulation 28 (private utilities) of the Procurement Regulations 2024.

⁴ Information requirements for contract details notices under the competitive flexible procedure are set out in regulation 32 of the Procurement Regulations 2024.

No.	Question
Preliminary questions	
1.	What is your name? (supplier name)
	[Insert name]
2.	<i>You must be registered on the Central Digital Platform (CDP).</i> What is your Central Digital Platform unique identifier?
	[Insert unique identifier]
3.	Please confirm if you are bidding as a single supplier (with or without sub-contractors) or as part of a group or consortium. If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please provide: (a) the name of the group/consortium (b) the proposed structure of the group/consortium, including the legal structure where applicable (c) the name of the lead member in the group/consortium (d) your role in the group/consortium (eg lead member, consortium member, sub-contractor)
	[Insert information]
4.	Are you on the debarment list?
	[Insert Yes or No] [If yes, insert details]
Part 1 – confirmation of core supplier information	

5.	You must submit up-to-date Core Supplier Information on the CDP and share this information with us via the CDP (either a share code or PDF download). (a) This includes: (b) basic information (c) economic and financial standing information (d) Connected Person information (these are persons with the right to exercise, or who actually exercise, significant influence or control over the supplier, or over whom the supplier has the right to exercise, or actually exercises, significant influence or control over, for example: directors, majority shareholders and parent and subsidiary companies) (e) exclusion grounds information Please confirm you have shared this information with XC
	[Insert reference / file name]
Part 2 – additional exclusions information	
Part 2A – Associated Persons	
6.	Are you relying on any Associated Persons to satisfy the Conditions of Participation? (these are other suppliers who might be sub-contractors or consortium members but not a guarantor). [The Conditions of Participation are outlined in Part 3] If so, please complete Q8, Q9 & Q10 (otherwise Q8, Q9 & Q10 are not applicable).
	[Insert Yes or No]
7.	For each supplier/Associated Person, please confirm which condition(s) of participation you are relying on them to satisfy.
	[Insert name of supplier and brief description] [Insert name of supplier and brief description]
8.	For each Associated Person, you must confirm they are registered on the CDP and have shared with us their information (either a share code or PDF download): (a) basic information (b) economic and financial standing information (if they are being relied upon to meet Conditions of Participation regarding financial capacity) (c) Connected Person information (d) exclusion grounds information

	[Insert name of supplier and reference / file name]
9.	Are any of your Associated Persons on the debarment list?
	[Insert Yes or No] [If yes, insert details]
Part 2B – list of all intended sub-contractors	
10.	Please provide: (a) a list of all suppliers who you intend to sub-contract the performance of all or part of the contract to (either directly or in your wider supply chain) (b) their unique identifier (if they are registered on the CDP), or otherwise, a Companies House number charity number, VAT registration number, or equivalent (c) a brief description of their intended role in the performance of the contract If you are not intending to sub-contract the performance of all or part of the contract, then this question and Q11 are not applicable. If a sub-contractor is unknown at the start of the Procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with XC as soon as possible and at least by Final Tenders.
	[Insert name of supplier – unique identifier – brief description]
11.	Please confirm if any intended sub-contractor is on the debarment list.
	[Insert Yes or No] [If yes, insert sub-contractor(s) name and provide details]
Part 3 – questions relating to Conditions of Participation	
Part 3A – standard questions	
Financial capacity	
12.	Financial Capacity Conditions of Participation Please self-certify to confirm that in accordance with the details provided within this PSQ, you have the necessary economic and financial resources to undertake this contract if successful

	[Insert Yes or No]
13.	Please confirm that your organisation has met its obligations in relation to banking facilities, creditors and payments to staff during the past 12 months; and expects to be able to meet all obligations as they fall due in the foreseeable future. [Insert Yes or No] [If yes, insert reference / file name]
14.	Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below: (a) Employer's (Compulsory) Liability Insurance* = £10,000,000 (b) Public Liability Insurance = £10,000,000 (c) Product Liability Insurance = £1,000,000 (d) Professional Indemnity Insurance = £1,000,000 *There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf. [Insert Yes or No] [Insert details of your insurances already in place] [Insert details of your insurances which would be obtained following contract award (including information on how you will obtain this insurance – e.g. a quote)]
Legal capacity	

15.	Data Protection Please confirm that you have in place, or that you will have in place by the award of the contract, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects. Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures: (a) to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services (b) to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data (c) to ensure that any consent based processing meets standards of active, valid consent, and that such consents are recorded and auditable (d) to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place) (e) to maintain records of personal data processing activities (f) to regularly test, assess and evaluate the effectiveness of the above measures [Insert Yes or No] [Insert information]
16.	Arriva Code of Conduct It is requirement that all suppliers who contract with XC can and will abide by the Arriva Code of Conduct. Please confirm that you can comply with the Arriva Code of Conduct at Schedule 9 and accept this forming part of the Contract if you are the winning Bidder. [Insert Yes or No]
17.	Compliance Requirements It is a requirement that all suppliers who contract with XC can and will abide by certain governance and contractual requirements that are reflective of XC's governance requirements and obligations under its National Rail Contract with the Secretary of State. Please confirm that you can comply with the compliance requirements set out in Schedule 10 and accept this forming part of the Contract if you are the winning Bidder. [Insert Yes or No]

18.	Umbrella Direct Agreement It is an XC requirement that all suppliers that contract with XC be willing to enter into an Umbrella Direct Agreement with the Department for Transport if they do not already hold one. Please confirm that if you are the successful Bidder you will comply with the terms of the Umbrella Direct Agreement set out in Schedule 11 and will enter into an Umbrella Direct Agreement with the Department for Transport. [Insert Yes or No]
Technical ability	
19	Health and safety Please confirm your approach to Health and Safety Health and Safety. Describe the existing arrangements you have in place to manage Health and Safety effectively and control significant risks (including risks from the use of subcontractors if applicable to your company) on a contract of similar risk to the details provided in the Details Requirements section of Appendix 1 – Service Quality Regime Inspection Services. Please include your current Health and Safety Policy, how you track, manage, and report on incidents, training, organisation charts, Drugs and Alcohol policy and any other relevant policy and procedure. Policy and procedure documents may be attached as separate documents to this question which will not count towards the page limit. Please use no more than 5 pages A4, with font size 10 in Arial. Please provide a copy of your Health and Safety policy as a separate attachment. [insert reference / file name]
20	Previous Experience It is a requirement that the Bidder can demonstrate its experience by providing details of how they have successfully supplied a similar sized mystery shopping and/or inspections operation. Please evidence from within the last three years of successfully delivering a similar sized mystery shopping and/or inspections operation • Please outline the services provided, including industry field, organisation size. • Please detail the number of inspections, criteria inspected, geographic spread and distribution of inspections across days/times. Please use no more than 5 pages A4, with font size 10 in Arial. [insert reference / file name]

21	Relevant Industry Experience It is a requirement that the Bidder can demonstrate its experience by providing details of where they have successfully supplied relevant services to a UK rail train operating company or, to mitigate their lack of UK rail experience, can demonstrate their experience of successfully delivering services in more than one industry field e.g. Retail and Hospitality. Your response must evidence, as a minimum, the following: If UK Rail Experience:- • Details of experience including customer name(s) and an overview of the project(s) including scope and a summary of what benefits were realised from delivery of this project. If Not UK Rail Experience:- • Details of experience including customer names and an overview of the project(s) including scope and a summary of what benefits were realised from delivery of these projects. • Details of how you successfully moved from delivering solutions in one industry field to another industry field, and what learnings you took from this experience that you feel can be applied to delivering services in an industry in which you do not have any experience. Please use no more than 5 pages A4, with font size 10 in Arial. [insert reference / file name]
22	Delivery It is a requirement that the Bidder can demonstrate its experience by detailing how delivery of a new service contract has been achieved within challenging timescales. Please provide evidence (from within the last three years) of how successful delivery of a new contract was achieved within challenging timescales. Your response must evidence, as a minimum, the following: • How effective project management governance was established including development of a resource plan, and approach to risk management • How recruitment, training/briefing, issuing of equipment were delivered • How you have managed delivery of projects that have challenging timescales Please use no more than 5 pages A4, with font size 10 in Arial. [insert reference / file name]
Part 3B – requirements for central government departments, their executive agencies and non-departmental public bodies	
N/A	
Confirmations	

23.	I confirm that: (a) to the best of my knowledge the answers submitted and information contained in this document are complete, accurate and not misleading (b) upon request and without delay I will provide any additional information requested of us (c) I understand that the response to this questionnaire will be used to assess whether our organisation is entitled to participate in, or continue to participate in, this Procurement (d) I understand that our organisation may be excluded from the Procurement if requested information has not been provided, if any of this response or any follow up responses are incomplete, inaccurate or misleading, if confidential information has been accessed or if we have unduly influenced your decision-making in this Procurement
	[Insert Yes or No]

Signed

Date

Name

Role

Phone number

Email

Postal address

SCHEDULE 3

Draft Invitation to Tender

[SEE SEPARATE DOCUMENT]

SCHEDULE 4

Not used

SCHEDULE 5

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	Procurement Act 2023.
Associated Person	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 (other than a guarantor).
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 Regulations.
Competitive Flexible	the competitive flexible procedure as defined by section 20(2) of the Act.
Conditions of Participation	the Conditions of Participation are set out in Schedule 2.
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); 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 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	all applicable laws and regulations relating to the processing of personal data and privacy in any relevant jurisdiction including without limitation: - the General Data Protection Regulation (EU) 2016/679; 1.1 the UK GDPR as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; 1.2 the Data Protection Act 2018; 1.3 the Privacy and Electronic Communications (EC Directive) Regulations 2003; and 1.4 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.
DfT	means the Department for Transport.
Draft Contract	means the draft version of the Contract as set out in the Draft ITT.
EIR	means the Environmental Information Regulations 2004.
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.
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	this document and the Schedules attached.
Invitation to Tender or ITT	the document setting out the details of the Procurement and the tender process, a draft of which is at Schedule 3.
Key Performance Indicators or KPIs	the key performance indicators (KPIs) set out in the Draft Contract.
Mystery Shoppers	an individual carrying out a customer service quality inspection or accessible customer service quality inspection that is covert in nature.
Procurement	the procurement of Service Quality Regime (SQR) inspection services being procured under Tender Notice (ref: 2025-000013).
Procurement Pack	this ITP, the ITT and associated documents, including subsequent tender documents.
Procurement Specific Questionnaire or PSQ	the questionnaire containing the Conditions of Participation for the Procurement, set out at Schedule 2.

Procurement Timetable	the timetable for this Procurement as set out in paragraph 5.4.
Project	Service Quality Regime (SQR) inspection services.
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.
SQ Register	a database of assets that are in scope of Train Service Quality Inspections.
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.
Tender or Tender Response	a response submitted by a Bidder in response to the Tender Notice and this document, which comprises the documents/information set out at paragraph 1.7 of this ITP; in particular, a response to the PSQ (including the Conditions of Participation) and the Award Criteria.
Tender Notice	means the tender notice published on 9 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.
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 6

Certificate of Non-collusion and Non-canvassing

1. Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any member, official, representative or adviser of XC in connection with this Procurement and any proposed award of a contract by XC, 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 may, in consideration of our PSQ response and/or tender(s), and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any member, official, representative or adviser of XC in connection with the Procurement and/or award of any 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

XC or must receive bona fide competitive tenders from all Suppliers.

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:

- 2.1 communicate to any person, other than XC, the amount or approximate amount of any proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
- 2.2 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 as to the amount of any offer submitted by them during the course of this process
- 2.3 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 approximate amount of any other tender for the contract
- 2.4 commit any offence under the Bribery Act 2010
- 2.5 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 may, in its consideration of the PSQ response and/or any tender and in any subsequent actions, rely on the statements made in this Certificate.

Signature	
Name (print)	
Position	
Supplier name	
Date	

SCHEDULE 7

Commercially Sensitive Information⁵

This Schedule should be read in conjunction with the relevant paragraphs relating to environmental information (EIR) and FOIA 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 from disclosure under the FOIA or EIR is⁶:

--

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

--

Supplier 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

--

Supplier name

--

Date

--

⁶ Supplier should reference specific ground(s) of FOIA/EIR it is relying on – generic statements will not be considered by XC

SCHEDULE 8

Not Used

SCHEDULE 9

Arriva Code Conduct

Arriva Code of Conduct for Business Partners

1 Purpose

Arriva Group has defined within this document its requirements and principles for its business dealings with its business partners, in particular those relating to compliance with ethical standards and applicable laws.

Business partners are all non-Arriva Group companies that supply goods and/or services to any company within the Arriva Group. These can, for example, be suppliers, consultants, agents, contractors of our suppliers, other providers of goods and services, and so on. Arriva Group expects its business partners to implement the principles set out in this Arriva Code of Conduct for Business Partners throughout their organizations worldwide and to comply with these.

2 Our expectations

Arriva Group is dedicated to sustainability and has committed itself towards complying with the Ten Principles of the United Nations Global Compact (UNGC). We see sustainable and responsible conduct as an important foundation in relation to business dealings with our business partners. We therefore expect our business partners to:

- carry out their business activities with integrity,
- work to ensure that the principles set out in this Code of Conduct for business partners are also respected by their own business partners and promote this accordingly, and
- to act honestly, responsibly and fairly.

3 Our principles

We are convinced that social responsibility is a key factor for the long-term success of our company and consequently an indispensable element of our value-driven corporate management. We require our business partners to align their conduct with the following principles:

3.1 Human Rights (Guided by Principles I and II of the UN Global Compact)

Business partners must respect the human rights endorsed in the International Charter of Human Rights of the United Nations and in the fundamental Conventions of the International Labour Organization (ILO) and must avoid any form of complicity, even if indirect, in the abuse or violation of human rights.

Business partners must:

- Prohibit discrimination in any form, including but not limited to race, colour, gender, sexual orientation, ethnicity, nationality, religion, disability, or age.
- Provide equal opportunities for employment, training and career advancement.
- Prohibit behaviour, gestures, expressions or physical contacts of a sexual or coercive nature or that could constitute a threat, abuse or exploitation.
- Respect the dignity, privacy and the employment, civil, political, economic, social and cultural rights of every individual.
- Promote and respect universally recognised human rights within their respective areas of influence.

3.2 Labour (Guided by Principles III, IV, V and VI of the UN Global Compact)

Business partners commit to provide their employees with working conditions that comply with applicable regulations, protecting workers' rights and promoting a productive, safe and healthy environment.

Business partners must:

- Uphold the freedom of association and effective recognition of the right to collective bargaining. They also respect the right of workers to freely choose their own representatives and to negotiate collectively (ILO Conventions 87 and 98).
- Eliminate all forms of forced and compulsory labour with their business and their supply chain. This means that our business partners are prohibited from using or tolerating, in any form whatsoever, slave labour, forced or indentured labour, bondage, human trafficking or involuntary labour. They must ensure that employees are not subject to inhuman or degrading treatment, corporal punishment etc. (ILO Conventions 29 and 105).
- Support the effective abolition of child labour. This means that all necessary preventative measures must be taken to ensure that nobody is employed under the applicable minimal age of employment. (ILO Conventions 138 and 182).
- Support the elimination of discrimination in respect of employment and occupation. Our business partners must promote diversity in their companies by not discriminating on the basis of race, religion, age, nationality, social or ethnic origin, disability, sexual orientation, gender identity, marital status or political affiliation.
- Not tolerate discrimination in the employment or occupation of staff (ILO Conventions 100 and 111).
- That employee wages comply with the relevant law pertaining to minimum wage and prevailing industry standards. Benefits must be awarded to employees to which they are legally entitled.
- Employees must not be required to work in excess of the relevant legal limits on working hours. All overtime work must be performed and compensated in accordance with the law, your employee's employment contract and any other applicable contract or collective agreement.
- Work must be carried out on the basis of a regular employment contract as established under national laws and industry standards.
- Minimise occupational injuries and accidents, including through appropriate awareness-raising, information, education and training programmes for workers to encourage responsible and safe behaviour.

3.3 Environment (Guided by Principles VII, VIII and IX of the UN Global Compact)

Business partners commit to recognise and manage their environmental impact and are required to indemnify those parties affected by any damage caused to the environment and to people as a result of their activities.

Business partners must:

- Encourage the development and diffusion of environmentally friendly technologies.
- Implement measures to prevent pollution and minimize environmental footprint, including reducing emissions, effluents and waste generation.
- Monitor, control and reduce the use of natural resources, minimizing waste and prioritizing the use of renewable and recycled materials wherever feasible.
- Treat, store, transport, unload and dispose of solid waste and by-products safely.
- Take environmental concerns into account at every stage of production, development and service provision, promote the development of products that have a reduced environmental impact, are safe for their intended use, are efficient in consumption and can be safely reused, recycled or disposed of.

- Maintain contingency plans to prevent, mitigate and control serious environmental and health damage resulting from their operations.
- Assess and minimize impact on biodiversity through responsible land use practices and biodiversity offsetting where necessary.
- Collaborate with industry partners, government agencies and other stakeholders to address environmental challenges collectively

3.4 Anti-Corruption (Guided by Principle X of the UN Global Compact)

Our business partners must work against corruption in all its forms, including extortion and bribery. This includes a commitment to:

- Not tolerate any form of corruption or economic crime by their own employees or employees in the supply chain etc.
- Ensure that any remuneration paid to consultants, agents, brokers and/or other intermediaries must not serve to provide business partners, customers and other third parties with unfair advantages.
- Choose their consultants, agents, brokers and other intermediaries diligently and on the basis of appropriate selection criteria.
- only accept invitations or grant invitations if they are appropriate, not in anticipation of any improper benefits in return or any other preferential treatment and do not violate applicable laws (in particular anti-corruption laws). The same applies to the acceptance or granting of any gifts or other considerations or advantages of any kind.
- Avoid conflicts of interest that may lead to corruption.
- Not tolerate any form of unlawful tangible and intangible benefits (including their offering) to public officials or persons comparable to these (irrespective of whether these are made directly or indirectly through third parties).
- Not offer any unlawful tangible and intangible benefits of any kind to political parties, their representatives or to holders of public offices or candidates for political offices must not be tolerated by our business partners.
- Take suitable measures within their companies to prevent money laundering and the financing of terrorism in those companies.

3.5 Corporate Governance

3.5.1 Data Protection

Our business partners must comply with all applicable laws for the protection of personal data, particularly of employees, business partners and customers.

3.5.2 Competition and Cartel Laws

Our business partners must comply with all relevant competition laws. In particular, they must not make agreements and arrangements that influence prices, conditions, strategies or customer relations, especially regarding participations in tender procedures. The same applies to the exchange of competitively sensitive information or for any other conduct that unlawfully restricts or may restrict competition.

3.5.3 Export and Import Controls

Particularly with regard to global business activities, our business partners must ensure compliance with all effective laws on the import and export of goods, services and information as well as to the applicable embargoes and sanctions.

4 Compliance with the Arriva Code of Conduct for Business Partners

Compliance

Our business partners **must** ensure that the principles set out in this Arriva Code of Conduct for business partners are complied with.

When requested by Arriva, business partners should provide evidence demonstrating their compliance to the Arriva Code of Conduct for business partners, in an open and transparent manner. Such requests should not be unreasonably refused.

Our business partners must choose their suppliers (which they retain in relation to their business activities for Arriva Group) diligently, communicate the principles set out in this Arriva Code of Conduct for business partners or equivalent principles to them, and must be able to demonstrate their compliance to these principles on request.

Reports to Arriva Group

Our business partners must report on crimes that were committed in the course of their business activities for the Arriva Group and which may have effects on Arriva Group.

Protection of Whistleblowers

Our business partners must not tolerate any retaliation against persons who report violations of the principles set out in this Arriva Code of Conduct for business partners.

Any Arriva business partner can raise a concern if they believe this policy is being, or at risk of being, breached. Concerns can be raised confidentially via the Arriva Group's Integrity Line service, please visit [Arriva plc | Home \(integrityline.com\)](#) for more information or to make a report.

Consequences

Arriva Group emphasizes cooperative business dealings with its business partners. For **minor violations** of this Arriva Code of Conduct a business partner is given the possibility to implement appropriate corrective actions within a reasonable time, if the business partner is principally willing to remedy the violation and improve. For **serious violations** (particularly in case of crimes committed), Arriva Group reserves the right for adequate sanctions against the respective business partner. This can also lead to an immediate termination of the business relationship and the assertion of claims for damages and other rights.

5 Where to find further information

In case of doubt or questions, please contact the Arriva Group Compliance at supportc@arriva.co.uk.

V3.0, May 2024

SCHEDULE 10

Governance and Compliance Requirements

You (referenced as “the Supplier” in the below clauses) are required to accept and agree to the following contractual clauses which will be incorporated into the Contract with the winning supplier:

1. DEFINITIONS

- 1.1 The definitions and rules of interpretation in this Agreement are incorporated into this Schedule and the following expressions have the following meanings:

Bribe means (i) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (ii) anything that would amount to an offence of bribery or corruption under Applicable Law; and **Bribes, Bribed, Bribery, Bribing** and other variants of **Bribe** shall be construed accordingly.

Card Payment payment made by a debit or credit card.

Environmental Information Regulations means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by any relevant Government Authority in relation to such regulations.

Freedom of Information Act means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by any relevant Government Authority in relation to the Freedom of Information Act 2000.

Key Contract a contract entered into between the Purchaser and a supplier that is deemed by the Secretary of State to be key to the Purchaser’s performance of its obligations under the Purchaser’s Operating Agreement and therefore designated a key contract under the terms of the Purchaser’s Operating Agreement.

PCI DSS means the Payment Card Industry (PCI) Data Security Standard (DSS) version 3.0, its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successors(s).

Request for Information means a request for information or an apparent request for information under the Freedom of Information Act or the Environmental Information Regulations.

2. CODE OF CONDUCT

The Supplier warrants that it shall comply with the Code of Conduct.⁷

3. NOT USED

4. ANTI-BRIBERY AND ANTI-CORRUPTION

- 4.1 The Supplier represents and warrants that neither the Supplier nor the Supplier Personnel have Bribed in connection with obtaining this Agreement.

⁷ The Code of Conduct is set out in Schedule 9 of this document.

- 4.2 The Supplier warrants and undertakes that the Supplier shall not, and shall procure that Supplier Personnel shall not, Bribe in connection with this Agreement or its performance.
- 4.3 The Supplier shall adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent Bribery from occurring. The Supplier shall provide adequate and regular training to the Supplier Personnel in order to ensure an understanding of its policy and procedures and their obligations arising from it on a continuing basis.
- 4.4 The Supplier shall upon request by the Purchaser certify to the Purchaser its compliance with Paragraphs 4.1, 4.2 and 4.3.
- 4.5 The Supplier shall notify the Purchaser immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Paragraph 4.
- 4.6 If Supplier Personnel of any company in the Supplier Group Bribe in connection with this Agreement, without prejudice to the Purchaser's other rights or remedies under this Agreement or under law, the Supplier shall promptly upon request by the Purchaser remove or procure the removal of the relevant person who has Bribed from all involvement in connection with the performance of its obligations under this Agreement and take such other action as the Purchaser reasonably requires for the purpose of remedying or preventing the future occurrence of such activity.
- 4.7 The Purchaser may treat the Supplier's failure to comply with this Paragraph 4 as a material breach of this Agreement.

5. MODERN SLAVERY

- 5.1 The Supplier represents and warrants that neither the Supplier nor the Supplier Personnel:
- 5.1.1 have been convicted of any offence involving slavery and human trafficking; and
- 5.1.2 to the best of its knowledge, have been or are the subject of any investigation, inquiry or enforcement proceedings by any regulatory, administrative, supervisory or governmental agency, body or authority regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 5.2 The Supplier shall:
- 5.2.1 adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent slavery and human trafficking from occurring;
- 5.2.2 provide adequate and regular training to the Supplier Personnel in order to ensure an understanding of its policy and procedures and their obligations arising from it on a continuing basis;
- 5.2.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- 5.2.4 include in its contracts with its Permitted Subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this Paragraph 5.
- 5.3 The Supplier shall, at the request of the Purchaser, certify to the Purchaser its compliance with Paragraphs 5.1 and 5.2.
- 5.4 The Supplier shall notify the Purchaser immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Paragraph 5.

- 5.5 The Purchaser may treat the Supplier's failure to comply with this Paragraph 5 as a material breach of this Agreement.

6. COMPETITION LAW

If any provision of this Agreement is or is likely to become, in the reasonable opinion of the Purchaser, void or unenforceable under any Applicable Laws including competition laws under the Competition Act 1998 or Articles 101 and/or 102 of the Treaty on the Functioning of the European Union, the Purchaser may, by giving the Supplier notice in writing, require the Supplier to immediately enter into discussions with the Purchaser to vary this Agreement so that it does comply with the relevant law or if no agreement can be reached within seven (7) days, the Purchaser may terminate this Agreement immediately by giving notice to the Supplier.

7. PCI DSS⁸

The Supplier will ensure that it and its agents and Permitted Subcontractors comply with PCI DSS in respect of any Card Payments and the Supplier shall solely bear the costs of the same. The Supplier shall, and shall procure that its agents and Permitted Subcontractors shall, provide to the Purchaser written evidence of compliance with PCI DSS upon request no later than two (2) Business Days following such request.

8. KEY CONTRACT

- 8.1 The Supplier acknowledges that:

8.1.1 the Purchaser where required to do so by the Secretary of State, may require that this Agreement and any variation to it is approved by the Secretary of State; and

8.1.2 the Purchaser may require, on notice to the Supplier, that any provisions of the Purchaser's Operating Agreement relevant to this Agreement will apply to this Agreement, such obligations to be included as a side letter to this Agreement.

- 8.2 The Supplier acknowledges that any agreement to be entered into by the Purchaser may be designated a Key Contract by the Secretary of State and, in such circumstances (unless otherwise specified by the Purchaser), the Supplier shall be required to enter into a direct agreement with the Secretary of State (**Direct Agreement**).

- 8.3 In the circumstances set out in Paragraph 8.2, at the request of the Purchaser, the Supplier shall use all reasonable endeavours to enter into a Direct Agreement with the Secretary of State on a basis acceptable to the Secretary of State.

- 8.4 The Supplier shall indemnify the Purchaser against any and all Liabilities which become payable by the Purchaser to the Secretary of State pursuant to the terms of the Purchaser's Operating Agreement as a result of any breach by the Supplier of the terms of this Agreement or the relevant Direct Agreement.

- 8.5 The Supplier acknowledges that the Purchaser will require the prior consent of the Secretary of State to undertake any variation to this Agreement and shall be obliged to comply with the reasonable instructions of the Secretary of State in the replacement or termination of any such Key Contract. The Supplier shall assist and co-operate with the Purchaser and/or any company in the Purchaser Group and any reasonable instructions of the Secretary of State in such regards.

- 8.6 The Supplier further acknowledges that, on termination or expiry of the Purchaser's Operating Agreement, the Purchaser may need to transfer or novate this Agreement to a Successor Operator (which may include by way of a statutory transfer scheme). Without prejudice to any other rights the Supplier may have under this Agreement, the Supplier agrees that in such circumstances it will not exercise any rights it has to terminate this Agreement as a result of the termination or expiry of the Purchaser's Operating Agreement.

⁸ This clause will be deleted from the final form of Contract if it is not relevant to the Services being procured under the Procurement.

The Supplier shall provide the Services in a manner such that a Successor Operator would be able to take over this Agreement immediately at any time.

9. INFORMATION SHARING WITH THE SECRETARY OF STATE

- 9.1 The Purchaser may share this Agreement and any information, data, records or documents provided by the Supplier to the Purchaser with the Secretary of State.

10. NATIONAL MINIMUM WAGE

- 10.1 The Supplier shall ensure that the Supplier Personnel are paid in accordance with the National Minimum Wage Act 1998, s 1(1).

11. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION REGULATIONS

- 11.1 The Supplier acknowledges that the Secretary of State is subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and accordingly the Supplier shall assist and co-operate with the Secretary of State and/or the Purchaser to enable the Secretary of State and/or the Purchaser (as applicable) to comply with their information disclosure obligations under the Freedom of Information Act and/or the Environmental Information Regulations.

- 11.2 The Supplier shall:

11.2.1 transfer to the Purchaser any Requests for Information received by the Supplier as soon as practicable and in any event within one (1) Working Day of receiving any such Request for Information;

11.2.2 provide the Purchaser with a copy of all information in its possession or power in the form that the Purchaser or the Secretary of State requires within three (3) Working Days of the Purchaser's or the Secretary of State's request (or within such other period as the Purchaser or the Secretary of State may specify); and

11.2.3 provide all necessary assistance as reasonably requested by the Purchaser or the Secretary of State to enable the Secretary of State and/or the Purchaser to respond to any Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations as applicable.

- 11.3 The Parties acknowledge that the Secretary of State or the Purchaser (as the case may be) shall be responsible for determining in their absolute discretion, and notwithstanding any other provision in this Agreement or any other agreement, whether Confidential Information and/or any other information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act and/or the Environmental Information Regulations.

- 11.4 The Supplier shall not respond directly to any Request for Information unless expressly authorised to do so in writing by, as applicable, the Purchaser or the Secretary of State.

12. EXCLUDABLE SUPPLIER

- 12.1 The Supplier shall not subcontract any element of this Agreement to a supplier who is an "excluded supplier" or an "excludable supplier" as defined under the Procurement Act 2023.

- 12.2 The Supplier shall be considered in material breach of this Agreement if it, or a Permitted Subcontractor, becomes an "excluded supplier" or "excludable supplier" as defined under the Procurement Act 2023, save that in the case of a Permitted Subcontractor, the Purchaser shall not exercise its right to terminate the Agreement without first given the Supplier fourteen (14) days to replace the Permitted Subcontractor with one that does not contravene this paragraph.

SCHEDULE 11

Umbrella Direct Agreement

Please see file reference: Template 4.0 Master Umbrella Direct Agreement 8 JULY 2024.

APPENDIX 1

SERVICE QUALITY REGIME INSPECTIONS SPECIFICATION

Service Quality Regime

17 September 2025

Summary

This document sets out XC's requirements for the inspections it requires to be undertaken by a supplier 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, XC 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	System 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 SQR inspection services. This must comprise of:

- Inspectors undertaking non-covert TSQI's of the facilities and services on XC operated train services
- Mystery shoppers undertaking covert CSQI's of the end-to-end customer experience from researching and booking a ticket through to undertaking a train journey which may be affected by disruption
- Mystery shoppers with additional accessible needs undertaking covert ACSQI's of the end-to-end customer experience from researching and booking a ticket through to undertaking a train journey which may be affected by disruption
- Ensuring quality of data by reviewing inspection data, intervening where appropriate, and issuing briefs where themes are detected
- Using systems provided by XC's SQR systems supplier to undertake inspection and data quality assurance activities
- Commitment to delivering the best service through continuous improvement and regular reporting on key performance indicators.

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

4. Detailed requirements

4.1 People

- In order to fulfil the inspection requirements, the supplier will need at least two distinct groups of people. One group (referred to by XC as 'inspectors') will not be covert and will undertake TSQIs. The other group will be covert (referred to by XC as 'mystery shoppers') and will undertake CSQIs and ACSQIs.
- ACSQI's must be undertaken by mystery shoppers who have additional travel needs relating to the following categories.
 - Mandatory: Mobility (wheelchair and/or walking aid users)
 - Mandatory: Visual (non-sighted, partially sighted or visually impaired and may be assisted by a helper dog or use a mobility cane)
 - Mandatory: Auditory (profoundly deaf or hard of hearing and may use BSL, lip reading or hearing aids)
 - Desirable: Neurological (on autistic spectrum, hyper-sensitive to sensory and social environments, or be living with dementia)
 - Desirable: Metabolic (diabetes, have continence difficulties or use continence aids)
 - Desirable: Complex (may be physically and/or neurologically impaired and may be accompanied by an assistant)

- c) All personnel working for or on behalf of the supplier must not have any direct or indirect, current or former relationship to Arriva Group or XC personnel or services. They must not be a current or former employee of Arriva/XC, nor related to a current or former XC employee, nor have any other connection which would present a conflict of interest.
- d) All personnel working for or on behalf of the supplier must conduct their duties with professionalism, diligence and impartiality.
- e) All personnel working for or on behalf of the supplier must conduct their duties in accordance with any processes and guidance provided by and agreed between XC and the supplier.
- f) All personnel working for or on behalf of the supplier must comply with the Arriva code of conduct for business partners.
- g) All personnel working for or on behalf of the supplier must adhere to the Drugs and Alcohol rules as supplied by XC.
- h) All personnel working for or on behalf of the supplier must adhere to instructions provided by railway staff during the course of their duties and not enter any area that is off-limits to customers and/or the general public.
- i) All personnel working for or on behalf of the supplier must report any observed hazards to a suitable member of railway staff, as well as reporting the incident to the supplier who will notify XC.
- j) All personnel working for or on behalf of the supplier must carry some means of identifying themselves as working for the supplier upon request, but this must not be worn visibly.
- k) The supplier must ensure that they have suitable and sufficiently detailed risk assessments in place to cover inspection activities, throughout the duration of the contract.
- l) The supplier must ensure that all personnel acting on its behalf to undertake inspections have received suitable training and equipment to perform their duties competently and safely. Records of such training must be maintained, throughout the duration of the contract and presented to XC upon request.

4.2 Mobile devices

- a) XC's systems supplier will provide an inspection form system which is expected to be in the form of an app that runs on mobile devices held by the inspectors and mystery shoppers. The inspections supplier must ensure that all of its personnel hold a suitable mobile device on which to use this app, noting the following:
 - The systems supplier will provide an app which is compatible with both iOS and Android devices.
 - The systems supplier will provide a support desk, as a minimum between the hours of 08:00-18:00 each day (including weekends) for the app.
 - The systems supplier will help users get started with the app. This may take the form of documentation or an in-person training session and is to be confirmed at a later date.

4.3 Inspections

- a) There will be three types of inspection: Train Service, Customer Service and Accessible Customer Service. These inspections will require the inspectors and mystery shoppers to make journeys on rail services operated by XC and report outcomes against the relevant list of failure criteria for the regime, providing evidence where required and to answer contextual questions to help make failures actionable by XC.
- b) XC will provide supplementary guidance to help with the interpretation and application of questions where appropriate. This will need to be implemented by the inspections supplier with its personnel.
 - XC will work with the inspections supplier to improve this guidance where required, particularly in response to feedback from inspectors and mystery shoppers.
- c) An outcome must be recorded for each and every criterion, be it positive, negative or (under certain permitted circumstances) not applicable for each inspection carried out. Supporting evidence such as comments and photos will be mandatory for failures and certain questions but must also be encouraged wherever something useful can be provided.
- d) The inspections supplier must ensure that inspections are distributed across XC's six core routes, days of week and times of day as follows:
The core routes are:
 1. Scotland to Southwest England
 2. Manchester to South Coast
 3. Northeast England to Reading
 4. Manchester to Southwest England

5. Nottingham to Cardiff

6. Birmingham to Stansted Airport

- There must be at least one inspection per regime per four-week railway reporting period involving a journey between two railway stations on each route.
 - The distribution of journeys undertaken for inspections must broadly follow the distribution of real passenger journeys taking place on XC's trains. This information will be provided by XC and updated as and when appropriate in line with any significant timetable changes or changes to passenger patterns.
 - Inspections must not favour any one route, time of day or day of week
 - Inspections can take place on any day of the year when services are timetabled to run. No services are expected on Christmas Day. At present, no services run on Boxing Day, but this may change in the future.
- e) XC must be kept unaware of where and when inspections will take place to ensure as realistic a result as possible.
- f) Inspectors and mystery shoppers must not make any attempt to correct failures that they encounter as part of their inspections. Furthermore, if they witness a failure being corrected during an inspection, a failure must still be recorded.
- g) The railway periods are usually four weeks long, but they typically flex to coincide with the end of the financial year on 31 March each year. For any four-week period which is longer than 32 days or shorter than 25, the number of inspections for each type must be increased or reduced pro rata based on a normal period of 28 days.
- h) There will be times when an inspector or mystery shopper boards a train that is crowded. Given that some of the criteria they are to inspect involves crowding, it is required that inspectors and mystery shoppers do not actively seek to avoid crowded trains and attempt to complete inspections as best they can. Mystery shoppers must only abandon their planned journey in the event that XC issues a 'Do Not Travel' advisory on its website.
- i) Where an inspection cannot be fully completed, it cannot be counted towards the required inspections volume for the period, but the data must still be recorded and made available to XC rather than be deleted.
- j) Inspectors and mystery shoppers are required to maintain the appearance of regular passengers and must not engage with other passengers in any manner beyond that role.

4.3.1 Train Service Quality Inspections

- a) Initially the inspections supplier will be required to conduct 200 TSQI's in every four-week railway period. There is a possibility that this volume may change in the future, but XC would provide suitable notice for such a change if it were to happen.
- b) It is required that at least 90% of the TSQI's conducted during each railway period must be carried out on standard class vehicles, with the remaining 10% on first class vehicles. A tolerance of 1% is permitted.
- c) A maximum of one standard class vehicle and one first class vehicle may be inspected per attendance to a train by an inspector.
- d) Each vehicle operated by XC can only be inspected for the TSR once per period hence the inspections supplier will need to take steps to ensure that its inspectors can check in advance whether a train they are planning to attend has already been fully inspected in the current period and find alternatives if so.
- e) It is recommended that the inspections supplier plans to undertake extra TSQIs each period to allow for any issues that might cause an inspection to be rejected. However, it is required that no more than 5 extra TSQIs are conducted in any four-week railway period as this could have an impact on XC's pass rates that it reports to the DfT.
- f) TSQIs must be undertaken by inspectors who are not covert. That is, they must make the Train Manager or Senior Conductor working the train which is being inspected aware that they are conducting an inspection on the train (in case their activities raise suspicion from XC's passengers).
- g) XC can issue inspectors with a travel pass that enables them to travel freely on its trains only whilst they are undertaking inspections. This pass cannot and must not be used for travel for any other reason or at any other time. If XC has reason to suspect misuse of a travel pass, it reserves the right to withdraw the travel pass and the inspections supplier will have to buy tickets for the inspector, the cost for which will not be reimbursed by XC. This pass must be presented upon request to train crew to confirm authority to travel.

4.3.2 Customer Service Quality Inspections

- a) Initially the inspections supplier will be required to conduct 60 CSQIs in every four-week railway period. There is a possibility that this volume may change in the future, but XC would provide suitable notice for such a change if it were to happen.
- b) Each railway period must include a minimum of 54 CSQIs carried out on standard-class vehicles, and 6 CSQIs on first class vehicles.
- c) Each railway period must include at least 10 of the 60 CSQIs to be conducted on journeys affected by planned disruption. These journeys may involve rail replacement services (such as a bus or coach) where applicable. To ensure inspection criteria related to planned disruption are evaluated.
- d) It is recommended that the inspections supplier plans to undertake extra CSQIs each period to allow for any issues that might cause an inspection to be rejected. However, it is required that no more than 2 extra CSQIs are conducted in any four-week railway period.
- e) CSQIs must be undertaken by mystery shoppers who are covert and act as customers. That is, they must not make the Train Manager or Senior Conductor who is working the train which is being inspected aware that they are conducting an inspection, whilst actively avoiding arousing suspicion. If a mystery shopper suspects that they may have been caught, they must report this to the inspections supplier and the inspection must be abandoned. The inspections supplier must then remove the mystery shopper from covert inspection activities with XC to prevent them being identified again in the future.
- f) The inspections supplier must take steps to ensure that its mystery shoppers' anonymity is maintained such that they cannot be or become identifiable to XC employees, particularly when using services like social media and customer contact channels where usernames are recorded.
- g) In order to protect their anonymity, mystery shoppers must purchase and travel using valid rail tickets as part of their inspection. The inspections supplier must have a process in place to reimburse mystery shoppers for their expense. XC prefers a fixed-cost model for ticket reimbursement, where the supplier provides a budget per railway period sufficient to cover all CSQI ticket costs.

4.3.3 Accessible Customer Service Quality Inspections

- a) Initially the inspections supplier will be required to conduct 30 ACSQIs in every four-week railway period. There is a possibility that this volume may change in the future, but XC would provide suitable notice for such a change if it were to happen.
- b) Each railway period must include a minimum of 27 ACSQIs carried out on standard-class vehicles and 3 ACSQIs on first-class vehicles.
- c) Each railway period must include at least 5 of the 30 ACSQIs conducted on journeys affected by planned disruption. These journeys may involve travel on a rail replacement services (such as a bus or coach) where applicable, to ensure inspection criteria related to planned disruption are evaluated.
- d) Each railway period must include a minimum of 15 of the 30 ACSQIs conducted to involve a catering purchase of up to £5 from an agreed list of approved items from XC's on-board retail trolley or shop. The supplier shall issue an invoice to XC in order to recover the costs incurred in connection with these purchases.
- e) It is recommended that the inspections supplier plans to undertake extra ACSQI's each period to allow for any issues that might cause an inspection to be rejected. However, it is required that no more than 2 extra ACSQIs are conducted in any four-week railway period.
- f) ACSQIs must be undertaken by mystery shoppers with additional travel needs who are covert and act as customers. That is, they must not make the Train Manager or Senior Conductor who is working the train aware that they are conducting an inspection, whilst actively avoiding arousing suspicion. If a mystery shopper suspects that they may have been caught, they must report this to the inspections supplier and the inspection must be abandoned. The inspections supplier must then remove the mystery shopper from covert inspecting activities with XC to prevent them being identified again in the future.
- g) The inspection supplier must take steps to ensure that its mystery shoppers' anonymity is maintained such that they cannot be or become identifiable to XC employees, particularly when using services like social media and customer contact channels where usernames are recorded.
- h) In order to protect their anonymity, mystery shoppers must purchase and travel using valid rail tickets as part of their ACSQIs. The inspections supplier must have a process in place to reimburse mystery shoppers for their expense. XC prefers a fixed-cost model for ticket reimbursement, where the supplier provides a set budget per railway period sufficient to cover all ACSQI ticket costs.

- i) It is requested that the inspections supplier provides an average ticket cost per standard class inspection and per first class inspection to help XC gauge the impact on costs should the required volume of inspections increase or decrease from the planned volume (30 ACSQIs).

4.4 Data quality and handling

- a) XC expects data captured through inspections to be accurate, a fair reflection of its performance, and actionable. XC is seeking to improve the experience of its customers as a result of these inspections and so the inspection data must contain sufficient detail to enable it to do so. The inspections supplier will be required to work with XC to achieve these aims by reviewing incoming data alongside XC and making corrections upon it where appropriate.
- b) The activities of reviewing and correcting data will be undertaken in the back-office system provided by XC's systems supplier. This back-office system will be web-based and compatible with Microsoft Edge and Google Chrome browsers.
- c) User accounts will be provided to the inspections supplier to access the back-office system, and the inspections supplier must work with XC and its systems supplier to ensure that user accounts are deactivated when no longer required to maintain control over data access.
- d) The systems supplier will provide training for the back-office system either by self-guided documentation or a training session to be determined at a future date.

4.4.1 Quality checking and interventions

- a) The inspections supplier will be required to undertake quality checks on new inspection data and intervene where it does not meet the requirements of being accurate, a fair reflection on performance, and actionable. Records of both the checks and the interventions must be kept in the back-office system and volumes of both reported as key performance indicators during Service Review meetings.
- b) XC requires a commitment from the inspections supplier in terms of the percentage of inspection data that it will undertake quality checks on. This will be captured in the Service Levels within the contract. The aspiration is 100%. Performance against this target will be a key performance indicator which is to be reported during Service Review Meetings.
- c) Where the inspections supplier identifies recurring themes in quality control, it must take steps to brief inspectors or mystery shoppers as appropriate to correct the behaviours. Evidence of briefings must be recorded and kept for the duration of the contract. These may be requested from XC if there is a perceived impact on XC's performance that it reports to the DfT.

4.4.2 Disputes

- a) XC will undertake its own quality checks on inspection data and will raise disputes with the inspections supplier through the back-office system wherever it believes that the data is not accurate, a fair reflection of XC's performance, not actionable, or not compliant with the scope of inspections including any supplementary guidance that has been agreed. The inspections supplier will be required to evaluate disputes and determine whether or not they are valid, making changes to the inspection data if they are.
- b) Disputes must be resolved within two business days and by the end of the railway period in which they are raised (even if this is less than two business days) unless a mutual agreement for longer timescales has been obtained from XC.
- c) Where XC or the inspections supplier identifies recurring themes in disputes, the supplier must take steps to brief inspectors or mystery shoppers as appropriate to correct the behaviours. Evidence of briefings must be recorded, and kept for the duration of the contract. These may be requested from XC if there is a perceived impact on XC's performance that it reports to the DfT.

4.4.3 Data handling

- a) The systems supplier has been requested to ensure that its inspection forms system follows best practice in regard to data handling, and does not keep inspection data on mobile devices any longer than necessary following successful upload. However, the inspections supplier must ensure that its inspectors and mystery shoppers do not keep any photos or other inspection-related data digital or physical outside of the app any longer than necessary to complete the inspection.
- b) Photographic evidence submitted to support inspection findings must not contain identifiable faces or personal information, in order to comply with General Data Protection Regulation (GDPR) requirements. If it is not possible to obtain such photographs without including this data, a written

commentary may be provided instead, accompanied by a justification explaining why photographic evidence could not be captured.

4.5 Continuous improvement

- a) XC is seeking to build a strong collaborative relationship between itself, the inspections supplier and the systems supplier. A key aspect of this collaboration is the inspections supplier's responsibility to provide feedback on any suggestions or issues concerning the systems, as well as the design, wording or guidance within the inspection forms system. Where possible, XC will act upon this feedback and work with its systems supplier to improve the SQR system as a whole.
- b) XC specifically requests that the inspection supplier reports to XC any information in the SQ Register which is observed to be out of date or inaccurate.

4.6 Reporting

- a) The inspections supplier must demonstrate that they are delivering their obligations by providing suitable reporting on the following measures during Service Review meetings:
 - a. Volumes and trends of interventions and disputes
 - b. Percentage of inspections that have been quality checked
 - c. Delivery of inspection volumes, split by standard and first class
 - d. Distribution of inspections across routes, days and times compared to actual passenger journeys data provided by XC

4.7 Service Management

4.7.1 Account management

- a) XC requires 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 inspections supplier and may change over the course of the contract. Minutes must be taken for each meeting by the inspections supplier, and an action tracker must be maintained. The supplier will also be required to show their performance against the key performance indicators.
- b) It is required for an account management contact to be available from 09:00 to 17:00 Monday to Friday to handle any queries relating to inspections by call or message, except for Christmas Day or Boxing Day, throughout the duration of the contract.

4.7.2 Usage of provided systems

- a) The inspections supplier must work with the systems supplier to ensure that any required user accounts associated with using the inspections form system or the back-office system are kept up to date and deactivated when no longer required.
- b) Any common systems issues encountered by individual users whilst using the systems provided by the system supplier should be reported directly to the systems supplier at the earliest opportunity, alongside making XC aware. Serious system issues such as those which affect multiple users or have a significant impact on the inspection suppliers ability to undertake its contracted obligations must be discussed with XC first as a matter of urgency.
- c) The inspections supplier must report system issues as soon as possible to the systems supplier and to XC. The inspections supplier must not wait until the next Service Review or other planned meeting(s) to raise system issues.

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 within 10 business days unless it is mutually agreed with XC to extend this on a case-by-case basis.

4.7.4 Key performance indicators

- a) The supplier must demonstrate to XC every four weeks on the Service Review Meeting:
 - a. how it performed in meeting the required inspection volumes for the most recent railway period
 - b. how it is performing in meeting the targets for distribution of inspections

- c. what percentage of inspections have been quality checked for the most recent railway period
- d. how many disputes made by XC have been accepted and/or rejected
- e. how many interventions have been made in the most recent railway period as a result of both quality checks and disputes
- f. how successful it was in acknowledging and providing suitable responses to any change requests within timescale since the last report

4.8 Independent auditing

- a) The SQR inspections will be subject to regular audit by third parties appointed and authorised by either XC or the DfT. The inspections supplier must allow these audits to be completed without any intervention that may cause such audit to not complete successfully or report incorrect results.
- b) The inspections supplier must grant access to authorised personnel appointed and authorised by either XC or the DfT to shadow inspections and ask questions of inspectors and mystery shoppers upon request by XC in order that they may satisfy themselves that inspections are being undertaken in compliance with XC's SQR obligations.
- c) Interviews with the inspections 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 inspectors and mystery shoppers are equipped and ready to inspect within 8 weeks of contract award, subject to the SQR system being ready to use. This must include: recruitment, equipment provision, briefing/training, test runs and deployment of inspection form systems.
- b) The inspections supplier is required to work with XC to jointly verify that the system meets the necessary requirements and is fit for purpose. This means that appropriate resource and time must be made available during the User Acceptance Testing period which will take place at a time to be confirmed before inspections commence.

APPENDIX 2

XC OPERATING ROUTES



