

9th October 2025

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

Competitive Flexible Procedure

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

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1. INTRODUCTION

- 1.1 XC Trains Limited (**XC**) is conducting this Procurement to select a supplier for the provision of 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 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 Service Quality Regime 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. The date for transfer of the current operations to the successor operator is not yet confirmed. Where the transfer is completed before contract award under this Procurement process, the successor operator may elect (but will not be obliged) to carry on with this Procurement process in place of XC, by taking on the role of contracting entity from the date of completion of the transfer (with this notice and all other procurement documents to be interpreted accordingly). Where the transfer is not yet completed by the time of contract award, contractual rights may be included in the contractual arrangements to enable transfer to the successor operator. Bidders should note that this Procurement process (if ongoing), or any awarded contract, may be included in a transfer scheme made by the Secretary of State under section 12 of the Railways Act 2005, or the transfer may be effected outside of, or separate from, such a scheme.
- 1.4 This document has been prepared to assist Bidders in deciding whether to submit a tender in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
- 1.5 The contents of this Invitation to Tender (**ITT**) together with the associated documents form the procurement pack (**Procurement Pack**) for this Procurement process and are provided on the terms set out in this document.
- 1.6 Please note that this ITT contains information regarding XC's requirements for the Project and includes reference to the documentation which will be used to implement the Project. Note that XC reserves its right to modify the terms of the Procurement before the deadline for submitting tenders. In the event that XC decides to modify the terms of the Procurement, it will revise and republish the relevant documents and Tender Notice.
- 1.7 Any prospective Bidder taking part in this Procurement understands and agrees that any information provided as part of this Procurement will be shared with the successor operator as part of the transfer detailed in paragraph 1.3 above. The successor operator will have full autonomy to manage this Procurement including but not limited to the provisions of the Procurement Terms and Conditions.
- 1.8 Bidders must read and ensure compliance with the Procurement Terms and Conditions. This contains important information on key legal and commercial issues relating to this Procurement including warranties provided by each Bidder when responding to this ITT.
- 1.9 Common terms and expressions shall have the meanings ascribed to them in the glossary in Schedule 12 unless otherwise defined elsewhere.
- 1.10 All references to a "section" are to a section in the Act unless otherwise stated.
- 1.11 All references to a "paragraph" or "schedule" are to a paragraph or schedule of this document unless otherwise stated.

- 1.12 All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the relevant date (i.e. GMT/BST).

2. INTRODUCTION TO XC

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

3. THE PROJECT

- 3.1 This Procurement is undertaken by XC on behalf of itself and a successor operator of XC (as described in paragraph 1.3 above).
- 3.2 The key elements and strategic objectives of the Project are:
- 3.2.1 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's 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 (2) additional years, in increments determined at its sole discretion, subject to mutual agreement of the parties. Please see the Draft Contract for further details.
- 3.6 Further information regarding the scope of the Project, XC's requirements and additional background information is contained in the Specification and all Bidders interested in the Project should carefully consider this information prior to submitting their tender.
- 3.7 Service Levels, Service Credits and KPIs
- 3.7.1 The service levels, service credits and KPIs which are intended to apply to the goods/services/works being delivered are set out in the Draft 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 at Schedule 4.

National Rail Contract (NRC) Obligations

- 3.9.2 As part of XC/CHILTERN's ongoing obligations under the NRC, the Department for Transport (**DfT**) requires that Key Contracts have a direct agreement in place with the DfT. These agreements are called "Umbrella Direct Agreements" (**UDAs**).
- 3.9.3 The DfT needs to hold a UDA with suppliers who hold "Key Contracts", ie a contract considered essential for the continued provision of rail passenger services.
- (a) A UDA is designed to cover any Key Contract that a supplier has with any train operating company.
 - (b) UDAs give the DfT the assurance that services can continue in the unlikely event that a train operating company runs into difficulties and their NRC is terminated early.
 - (c) The DfT requires only one UDA to be in place for each supplier. It is possible that a Bidder already has an executed UDA through its association with another train operating company. If this is the case, please make XC aware of the date this was executed via email within Question 18 of the Technical Mandatory Pass Fail questions within the PSQ and attach a copy of the UDA to their tender submission.
- 3.9.4 A UDA is advantageous for a supplier because:
- (a) It means that the supplier can continue to provide goods and services in circumstances where its contract with a train operating company might otherwise be terminated;
 - (b) It minimises the administrative burden of the supplier and the DfT negotiating individual direct agreements for each Key Contract to which it might be a party.
- 3.9.5 What is required from the successful Bidder:

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

4. PROCUREMENT PROCESS

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

4.2 This Procurement consists of a three (3) stage procedure. Each stage of the Procurement is summarised below.

4.3 Stage 1 – Invitation to Participate

- 4.3.1 Stage 1 commenced with the issuing of a Tender Notice on 9th October 2025 and the publication of the ITP.
- 4.3.2 The ITP included a Procurement Specific Questionnaire (**PSQ**) which all Bidders were required to complete and return in accordance with the Procurement Timetable and instructions within the ITP.
- 4.3.3 Bidders who were successfully shortlisted in stage 1 were invited to participate in stage 2.
- 4.3.4 Bidders should note that XC reserves the right to re-assess any response to the PSQ, in light of any new relevant information that comes to XC's attention. Please refer to the Procurement Terms and Conditions set out in Schedule 1 of this ITT.

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

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

this process XC disregards a tender from an Excluded or Excludable Supplier, or is aware of an Associated Person or sub-contractor having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit.

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

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

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

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

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

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

4.5 Stage 3 – Preferred Bidder Stage

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

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

(d) Schedule 8 – Legal Commentary Table

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

5. PROCUREMENT TIMETABLE

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

5.4 Timetable

Procurement stage	Date
Tender Notice issued on Central Digital Platform and ITP 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 Bidders of outcome of PSQ evaluation	14/11/2025
Invitation to Tender issued	14/11/2025
Deadline for clarification questions	24/11/2025
Estimated date for response to clarification questions	01/12/2025
Deadline for receipt of Final Tenders	09/12/2025
Evaluation of Final Tenders	09/01/2026
Preferred Bidder Stage	16/01/2026
XC internal approvals	23/01/2026

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

- 6.7 **Bidders should answer every question as instructed to do so.** Bidders should not assume that the officers evaluating the response will know about the Bidder's organisation or the work that the Bidder does. Bidders must answer the questions as fully as possible within any given constraints. Evaluators are not able to evaluate by reference to responses to other questions so all responses must be self-contained, with no cross-referencing to other parts of the response.
- 6.8 Bidders should not provide any information (including promotional materials) other than that requested as XC will not consider it as part of the assessment process.
- 6.9 To ensure that the Bidder's documents will be able to be read by all evaluators, Bidders should ensure they use common document formats, such as Microsoft Office (Word, Excel) or Adobe Acrobat (pdf). Documents should not be submitted in non-standard formats as these may be inaccessible to XC for evaluation purposes and will not be reviewed. Documents containing macros, and documents submitted using the .rar format will also not be reviewed.
- 6.10 In order for evaluators to easily find all documents relevant to a question, it is vital that Bidders adhere to the instructions given here. Bidders should note within their response the names of any additional files provided in response to the question and ensure the file names are prefixed with the Bidder's name, followed by the question reference and the document description as follows:

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

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

6.11 Clarifications

- 6.11.1 Any requests for clarification relating to the Procurement must be submitted via email, using the provided template to the email address provided in Section 6.4 of the ITP, no later than the deadline in the timetable at paragraph 5.4 above to allow XC sufficient time to respond prior to the deadline for receipt of submissions. XC will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
- 6.11.2 Bidders should clearly reference the appropriate document from the Procurement Pack, and where appropriate the section and paragraph reference, to which their query relates.
- 6.11.3 XC reserves the right not to answer any requests for clarification submitted after the deadline set out in the timetable at paragraph 5.4 above or submitted via any other means than email to the email address provided in Section 6.4 of the ITP.
- 6.11.4 If Bidders identify a technical issue with submitting their response to the email address provided in Section 6.4 of the ITP they should contact XC without delay via the following contact point at:
- Hardeep Viridi, Procurement Manager
- hardeep.virdi@crosscountrytrains.co.uk
- 6.11.5 In the interests of transparency, XC intends to disclose, in a suitably anonymised form to all Bidders, all queries received and XC's responses. Consequently, where a Bidder considers that its query is commercially sensitive then this must be clearly highlighted in the submission of the query. If XC considers, in its absolute discretion, that it is able to treat a query as confidential then it will do so. However, if XC considers, in its absolute discretion, that it is unable to treat the query on a confidential basis (whether in whole or part), then it will notify the Bidder and provide the Bidder with an opportunity to withdraw its query. If the Bidder does not withdraw its query XC will respond and where appropriate disclose that response to all Bidders.

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

6.12 Consortium Bids and Sub-contracting

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

6.13 TUPE

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

assumptions as to the application for the TUPE Regulations and the basis upon which they intend to present their tender submission. Bidders are also required to set out in detail their rationale for their view as to whether the TUPE Regulations apply, the effect on any relevant employees and the resulting effect on the Bidder's pricing.

6.14 Generative Artificial Intelligence

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

7. EVALUATION OF FINAL TENDERS

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

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

7.6 Evaluation of Final Tenders

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

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

- 7.6.3 Evaluation of Tenders will be undertaken by a panel of evaluators appointed by XC. Each panel member will first undertake an independent evaluation of the tender responses, applying the relevant evaluation criteria. Following completion of individual evaluations, a moderation meeting will be held at which the evaluation panel will reach a consensus score and reasons for the marking of each question but if a consensus

score cannot be achieved, the final score for each question will be decided by the majority score awarded.

- 7.6.4 The evaluation team will score the Bidder's response to each sub-question on a scale of 0 to 5 by reference to the scoring methodologies set out above. All scores will be moderated on a consensus basis but if a consensus score cannot be achieved, the final score for each question will be decided by the majority score awarded.
- 7.6.5 Where a score is awarded and subject to compliance with any mandatory requirements/minimum thresholds, the score the Bidder achieves for each question will then be converted to give its percentage mark for each Level 3 Evaluation Criteria (as defined in paragraph 8.2 below). For example, if a Bidder is awarded a score of 3 out of 5 for a question with a percentage weighting of 4%, its percentage score for that question will be 2.4% (i.e. $3/5 \times 4 = 2.4$).
- 7.6.6 The weighted scores for the Level 3 Evaluation Criteria will be added together to determine the Bidder's scores for each of the Level 2 Evaluation Criteria. Bidders' total score for the Level 2 Evaluation Criteria will then be multiplied by the relevant Level 2 weighting percentage set out in the table at paragraph 7.6.2 above to determine the Bidder's percentage marks scored under each of the Level 2 Evaluation Criteria.
- 7.6.7 The weighted scores for the Level 2 Evaluation Criteria will be added together to determine the Bidders' scores for each of the Level 1 Evaluation Criteria. The Bidder's total score for the Level 1 Evaluation Criteria will then be multiplied by the relevant Level 1 weighting percentage set out in the table at paragraph 7.6.2 above to determine the Bidders' percentage marks scored under each of the Level 1 Evaluation Criteria.
- 7.6.8 The scores for the Level 1 Evaluation Criteria will then be added together to give an overall weighted score for each Bidder (**Total Bidder Score**). The Total Bidder Score will be calculated to 2 decimal places. The Bidders will then be ranked based on their Total Bidder Score. The Bidder ranked first will be the most advantageous tender and will proceed to the Preferred Bidder stage as detailed in paragraph 4.5 of this ITT.

7.6.9 Tie Breaker

- (a) In the event that two or more Bidders have the same Total Bidder Score, XC will use a tie breaker process to determine which Bidder will be awarded the Contract.
- (b) XC will use one or more tie breakers until there is a clear winner.
- (c) The application of a tie breaker will be as set out below. If at any step this produces a clear result which differentiates the Bidders who have the same score, the process will be terminated.
- (d) If two or more Bidders receive the same final mark (scored to 2 decimal places) the winning Bidder will be decided by the highest score achieved in response to the Technical submission. If the tie remains after comparing scores against the first tie break, the same process will be used based on the following questions until the tie is broken.
- (e) 1st Tie Break = Bidder with highest Technical submission score
- (f) 2nd Tie Break = Bidder with the highest question 1 score of the Technical Evaluation section.
- (g) 3rd Tie Break = Bidder with the highest question 7 score of the Technical Evaluation section.

8. TECHNICAL WORKSTREAM

8.1 Final Tender Requirements

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

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

8.2 Technical Evaluation Criteria

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

8.2.2 Summary table of the Technical evaluation criteria and weightings

Level 1 Evaluation Criteria	Level 2 Evaluation Criteria	Level 3 Evaluation Criteria	Weighting
Technical	Mandatory Pass/Fail	1. People and mobile devices Questions 4.1 – 4.2	Pass/Fail
		2. Inspections Questions 4.3 – 4.3.3	Pass/Fail
		3. Data and continuous improvement Questions 4.4 – 4.5	Pass/Fail
		4. Reporting, service management, audit Questions 4.6 – 4.8	Pass/Fail
		5. Service management and reporting Questions 4.7 – 4.8	Pass/Fail
		6. Implementation Questions 4.9	Pass/Fail
		7. Service level Questions SLA-001 – SLA-017	Pass/Fail
	Technical Evaluation Questions	Resourcing Question 1	20%

Level 1 Evaluation Criteria	Level 2 Evaluation Criteria	Level 3 Evaluation Criteria	Weighting
		Managing personnel Question 2	15%
		Equipment and mobile devices Question 3	10%
		Coverage Question 4	10%
		Quality checks Question 5	15%
		Collaboration Question 6	5%
		Mobilisation Question 7	20%
		Additional features Question 8	5%

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

8.3 Technical Evaluation Questions

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

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
1	Resourcing	Please describe and justify your approach to resourcing people to undertake both non-covert and covert inspections and explain how this will meet XC's SQR requirements.	20%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 2500 words.	A

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		Please include: 1. How the people will be engaged to undertake the work (i.e. directly employed or freelance) 2. For covert Inspectors, how you will ensure the continued anonymity of these shoppers if they are to inspect regularly 3. Please detail how regularly you will be able to provide inspections for each of the additional accessible need categories listed in the requirements and whether you will be able to provide Mystery Shoppers with other categories of additional accessible needs including neurological, metabolic and complex. 4. How you will ensure that your approach to resourcing people will mean that the required volumes of inspections each period will be delivered reliably for each regime.				
2	Inspections	Please describe and justify your approach to managing the professionalism and competency of Inspectors and any other personnel involved in operations. Please include: 1. How you will ensure continued appropriate behaviour, diligence and impartiality 2. How you will brief people to ensure adherence with any processes, guidance, policies and codes of conduct provided by and agreed with XC. 3. How you will ensure that all people conducting duties for XC	15%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 1000 words.	A

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		have received suitable training, are ready to perform their duties competently and safely, and can maintain and provide records of such training to XC upon request.				
3	Equipment and mobile devices	Please describe and justify your approach to equipping Inspectors with the necessary tools to complete inspections including mobile devices. Please include: 1. Whether you would issue devices to Inspectors or insist that they use their own 2. How you would expect to work with a third party supplier to install any necessary apps onto the mobile devices 3. How you would intend to work with a third party supplier to roll out training to users 4. How you would support Inspectors with any queries or needs they have during their duties.	10%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 1000 words.	A
4	Coverage	Whilst it is an absolute requirement that all of XC's six operating routes are inspected regularly, our aspiration is to measure customer journeys across all parts of our network including the extremities in Scotland and the South West of England. Please complete 'Inspections Coverage Template Response' to show how much coverage you would be able to provide each period to give XC a broad view of its entire network.	10%	Minimum scoring does not apply to this question.	Not applicable.	C
5	Quality checks	Please describe how you would undertake quality checks on Inspector submissions to ensure	15%	Bidder must achieve a score	Word Count Maximum:	A

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		accurate, consistent and reliable data is delivered to XC. Please include the proportion of inspection submissions you would propose to check (or a similar indication of quantity) and justify why your proposed approach is appropriate.		of 3 or higher to pass this question.	1500 words.	
6	Collaboration	XC is seeking to build a strong collaborative relationship between itself, the inspections supplier and the systems supplier. Please describe how you would facilitate the three parties working together to achieve continuous improvement of the inspections, data and ultimately a better customer experience for XC's customers.	5%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 500 words.	A
7	Mobilisation	Please describe how you would approach mobilising this new operation noting the requirement to be able to mobilise within 8 weeks from contract award. Please include details on: 1. Recruitment, training and briefing leading to readiness to inspect 2. A mobilisation plan with all activities, dates, milestones, dependencies, contingencies 3. Communication/meeting plan to keep XC appraised and involved 4. Risks and issues identified along with any enhanced service or support provisions to help mitigate these during the bedding in period	20%	Bidder must achieve a score of 3 or higher to pass this question.	Word Count Maximum: 2000 words. Bidders must supply a detailed mobilisation plan along with their response to this question.	A
8	Additional features	Please describe any additional features, services or innovations	5%	Minimum scoring does not	Word Count Maximum:	B

Question Number	Category	Question	Final Tender Criteria Weighting	Scoring Criteria	Response Limits	Scoring Methodology
		you can offer that go above and beyond the stated requirements that will help XC gain greater insight into the end-to-end customer journey. Your response should clearly demonstrate relevance to the requirements and be deliverable within the pricing submitted. As part of your response, please describe how you would be able to use Inspector and Mystery Shopper waiting time at railway stations to undertake additional inspections (as designed by XC) that, whilst not in scope of XC's SQR, will still provide valuable insight into customer experiences.		apply to this question.	1000 words	

8.4 Scoring Methodologies

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

Pass/Fail Methodology

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

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

Scoring Methodology A

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

Scoring Methodology B

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

Scoring Methodology C

Score	Description
5	Regular on all routes.

Score	Description
4	Regular on all band 1 and 2 routes and occasional on some band 3 routes.
3	Regular on all band 1 routes and occasional on all band 2 routes.
2	Regular on all band 1 routes and occasional on some band 2 routes.
1	Regular on all band 1 routes.
0	No response or does not answer the question or does not meet the criteria for scores 1 – 5.

9. LEGAL WORKSTREAM

9.1 Final Tender Requirements

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

Document	Final Tender Submission Requirements
Precedent XC Supply Agreement for Goods and Services 2025	Bidder to confirm acceptance of the Draft Contract, review paragraphs 9.2 and 9.3 of this ITT prior to completing and returning submission for the Legal workstream

9.2 Legal Evaluation Criteria

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

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

9.2.2 As stated in paragraph 9.2.1 above, the Bidder's response to the Legal element in the Final Tender will count for 100% of the total marks available for its Final Tender. In completing their mark-up of the Draft Contract, Bidders should have regard to the scoring methodology as set out in paragraph 9.3.1 below.

9.2.3 Bidders are required to provide a clean and redline mark-up of the Draft Contract and a commentary on the same using the template found at Schedule 8 (*Legal Commentary Table*).

9.2.4 Bidders are not permitted to mark-up the provisions of the Draft Contract set out below. Any mark up of these provisions by Bidders will be deemed as non-compliant and result in the Bidder being excluded from the Procurement:

- (a) Clause 1 – agreed terms
- (b) Schedule 4 (paragraph 4) – anti-bribery and anti-corruption

- (c) Schedule 4 (paragraph 5) – modern slavery
- (d) Clause 20 – termination
- (e) Schedule 4 (paragraph 8) – key contract
- (f) Schedule 4 (paragraph 9) – information sharing with the secretary of state
- (g) Schedule 4 (paragraph 10) – national minimum wage
- (h) Clause 28 – assignment, transfer and novation
- (i) Clause 38 – governing law and jurisdiction
- (j) Schedule 4 (appendix 1) – code of conduct
- (k) Schedule 4 (paragraph 11) – freedom of information

9.2.5 XC reserves the right to revise and re-issue the Draft Contract throughout the Procurement process.

9.3 Scoring Methodology

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

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

10. COMMERCIAL WORKSTREAM

10.1 Final Tender Requirements

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

Document	Final Tender Submission Requirements
Pricing Template - Inspections	Bidder to complete and return

10.2 Commercial Evaluation Criteria

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

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

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

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

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

10.2.5 The Commercial evaluation will be scored as follows:

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

Example Calculation

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

SCHEDULE 1 PROCUREMENT TERMS AND CONDITIONS

1. PROCEDURAL REQUIREMENTS

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

SCHEDULE 2 - SPECIFICATION

INSPECTION REQUIREMENTS

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

SCHEDULE 3 – NOT USED

SCHEDULE 4– DRAFT CONTRACT

1. Please see document reference: Precedent XC Supply Agreement for Goods and Services 2025.

SCHEDULE 5 – PRICING SCHEDULE

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

SCHEDULE 6 – TECHNICAL RESPONSE DOCUMENT

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

SCHEDULE 7 – NOT USED

SCHEDULE 8 – LEGAL COMMENTARY TABLE

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

SCHEDULE 9 – NOT USED

SCHEDULE 10– NOT USED

SCHEDULE 11 – UMBRELLA DIRECT AGREEMENT AND GUIDANCE NOTE

1. Please complete the document reference: Template 4.0 Master Umbrella Direct Agreement 8 JULY 2024.
2. Please see document for guidance reference: External Guidance Note - Umbrella Direct Agreement Template 4.0 8 JULY 2024.

SCHEDULE 12 - GLOSSARY

Defined term	Definition
Accessible Customer Service Quality Inspection (ACSQI)	A covert inspection carried out by a mystery shopper with accessibility needs which focuses on the elements of the customer journey that are most important to customers with additional travel needs. The inspection must be unannounced and XC must not be informed of when it will take place in advance.
Accessible Customer Service Regime (ACSR)	One of XC's three Regimes which makes up the overall Service Quality Regime. 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 or Associated Supplier	as defined in section 26(4) of the Act, i.e. a person the Bidder is relying on in order to satisfy the Conditions of Participation (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 Procedure	the competitive flexible procedure as defined by section 20(2) of the Act.
Conditions of Participation	the Conditions of Participation are set out in the ITP document.
Connected Person	as defined in paragraph 45 of Schedule 6 of the Act, i.e. (a) A person with "significant control" over the Supplier (within the meaning given by section 790C(2) of the Companies Act 2006); (b) A director or shadow director of the Supplier; (c) A predecessor company (as defined in paragraph 45 of Schedule 6 of the Act); (d) Any other person who it can reasonably be considered stands in an equivalent position in relation to the Supplier as a person with paragraphs (a) to (d); (e) Any person with the right to exercise or who actually exercises, significant influence or control.
Contract	the contract to be entered into by XC with the successful Supplier.
Contract Award Notice	the notice described in section 50 of the Act.
Contract Details Notice	the notice described in section 53 of the Act.
Contract Performance Notice	the notice described in section 71 of the Act.
Core Supplier Information	as defined in regulation 6(9) of the Regulations.

Defined term	Definition
Customer Service Quality Inspection (CSQI)	A covert inspection carried out by a Mystery Shopper which focuses on the elements of the customer journey that are delivered by information platforms, customer contact channels and train crew. The inspection must be unannounced and XC must not be informed of when it will take place in advance.
Customer Service Regime (CSR)	One of XC's three Regimes which makes up the overall Service Quality Regime. 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	the draft Contract as set out in Schedule 4 to this ITT.
EIR	Means the Environmental Information Regulations 2004.
Evaluation Criteria	are the rules a contracting authority sets to assess and compare tenders, in order to decide which bid is the most advantageous in a procurement process.
Excludable Supplier	a Bidder where XC considers (i) that a discretionary exclusion ground applies to the Bidder and, (ii) that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A Bidder will also be an Excludable Supplier where a Minister of the Crown has already determined this – i.e. where the Bidder or an Associated Person is on the debarment list because of a discretionary exclusion ground.

Defined term	Definition
Excluded Supplier	a Bidder where XC considers: (i) that a mandatory exclusion ground applies to the Bidder or an Associated Person and, (ii) that the circumstances giving rise to the exclusion ground are continuing or likely to occur again. A Bidder will also be an Excluded Supplier where a Minister of the Crown has already determined this – i.e. where the Bidder or an Associated Person is on the debarment list because of a mandatory exclusion ground.
Final Tender(s)	The tender submitted by each Bidder in response to the ISFT for evaluation by XC in accordance with the Conditions of Participation and the requirements and award criteria set out within the ISFT.
FOIA	Freedom of Information Act 2000.
GDPR	General Data Protection Regulation.
Inspector	an individual who is carrying out an inspection under the Train Service Regime (TSR) which is not covert in nature.
Invitation to Participate or ITP	the document setting out the Project and the PSQ.
Invitation to Submit Final Tenders or ISFT	described at paragraph 4.4 of this ITT.
Invitation to Tender or ITT	this document.
Key Performance Indicators or KPIs	the key performance indicators (KPIs) set out in the Draft Contract.
Legal	means the legal element of this Procurement as further detailed in paragraph 9 of this ITT.
Mystery Shoppers	an individual carrying out a customer service quality inspection or accessible customer service quality inspection that is covert in nature.
Planned Disruption	Disruption caused by planned changes to the timetable. That is, changes that have been advertised to customers no later than the day before operation (although usually many weeks in advance). Typically, this will be due to engineering work or long-term rail infrastructure issues.
Preferred Bidder	the Bidder whose Final Tender is identified as the most advantageous tender to XC.
Procurement	the procurement of Service Quality Regime Inspection Services being procured under Tender Notice (ref: 2025-000013).
Procurement Pack	this ITT and associated documents.
Procurement Specific Questionnaire or PSQ	the questionnaire containing the Conditions of Participation for the Procurement, completed by shortlisted Bidders receiving this ITT.
Procurement Terms and Conditions	means the Procurement terms and conditions as defined in Schedule 1 of this ITT.
Procurement Timetable	the timetable for this Procurement as set out in paragraph 5.4.

Defined term	Definition
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	acting through the Department for Transport or such other agency, department or other organisational unit as they may from time to time nominate, and any successor to all or part of her functions.
Service Credits	the service credits set out in the Draft Contract.
Service Levels	the service levels set out in the Draft Contract.
Service Quality Regime (SQR)	is the framework used to measure and enforce the quality of passenger services — covering reliability, punctuality, cleanliness, information provision, staff service, and accessibility — with performance monitored through audits, surveys, and inspections, and linked to incentives or penalties for operators.
Service Quality Regime (SQR)	is the framework used to measure and enforce the quality of passenger services — covering reliability, punctuality, cleanliness, information provision, staff service, and accessibility — with performance monitored through audits, surveys, and inspections, and linked to incentives or penalties for operators.
Service Quality Schedule	this sets out the scope of inspection criteria for each regime that makes up the Service Quality Regime (SQR). For the Train Service Regime (TSR), it also includes rectification timescales for faults identified during Train Service Quality Inspections (TSQIs) for which XC's success at meeting these is measured and reported to the DfT.
Specification	means the specification set out in Schedule 2 of this ITT.
SQ Register	the Service Quality Register is a database of assets that are in scope of Train Service Quality Inspections.
Technical	means the technical element of this Procurement as further detailed in paragraph 8 of this ITT.
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.

Defined term	Definition
Train Service Regime (TSR)	one of XC's three regimes which makes up the overall Service Quality Regime (SQR). This one is undertaken by non-covert Inspectors and focuses on the train environment including upkeep, cleanliness and information facilities and services.
User Acceptance Testing (UAT)	is the process whereby XC undertakes testing to ensure that suppliers are delivering products and services which meet the contracted requirements in a reliable and consistent manner. Approach is specified in Schedule 2 of this ITT.
XC	XC Trains Limited, incorporated and registered in England and Wales with company number 04402048 whose registered office is at 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP.

SCHEDULE 13 – FORM OF TENDER

Dear Sir or Madam

1. FORM OF TENDER

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

Included within this document are the following:

Checklist for tenderers

List all documents to be submitted.

Document Name	Included (Y/N)
Schedule 14 Certificate of non-collusion and non-canvassing	
Schedule 13: Form of tender	
Schedule 15: Commercially sensitive information	
Schedule 11: Umbrella direct agreement and guidance note	
SQR Inspections – Supplier Response Template (Mandatory)	
Technical Evaluation Questions Response	
Inspections Coverage Template Response	
Mobilisation Plan	
Precedent XC Supply Agreement for Goods and Services 2025	
Pricing Template - Inspections	
Final Pricing Schedule set out in Schedule 4 (Draft Contract)	

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Name (print)

Position

Supplier name

Date

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

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

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

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

Signature	
Name (print)	
Position	
Supplier name	
Date	

SCHEDULE 15 – COMMERCIALLY SENSITIVE INFORMATION

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

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

--

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

--

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

--

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
