

POLICY
Procurement Policy

Contents

1	Purpose	2
2	Scope	2
3	General Principles	2
4	Procurement Objectives	3
5	Accountability and Responsibility	3
6	Expectations of our Stakeholders	4
7	Expectations of our Suppliers	4
8	Economic Sustainability	4
9	Delegated Authorities	5
10	Authority to approve contracts	5
11	Competition Requirement and Thresholds	5
12	Direct Award	7
13	Transparency Requirements	7
14	Value for Money	7
15	Safety and Quality Assurance	8
16	Contracts past the NRC Core Term	9
17	Contract Terms and Conditions	9
18	Contract Variations	9
19	Framework Agreements	10
20	Key Contracts	10
21	Environmental Sustainability	11
22	Social Responsibility	11
23	Equality and Diversity	12
24	Modern Slavery	12
25	Excluded and Excludable suppliers	12
26	Contract Management	13
27	Conflicts of interest	14
28	Payment	15
29	Data Security	15
30	Data Protection	15
31	Freedom of Information	16
32	Applicable Laws	16
33	Definitions	17

Ref: EMR-PRO-001	
Issue	6.0
Status	Approved
Date of Issue	01/01/2026
Page	2 of 17

POLICY
Procurement Policy

1. Purpose

- 1.1 This Policy covers the purchase and procurement of all goods, services and works that are required by the Operator to operate and carry out day-to-day activities. This Policy sets out the rules under which these procurements may be undertaken within the Operator.
- 1.2 It is intended to support stakeholders to make responsible purchasing and procurement decisions based on a balance of buying the right product, at the right time, in the right quantity, at the right price, recognising where possible the need to achieve appropriate economic and Social Value for the wider community whilst minimising supply chain risk and adverse environmental impacts, and ensuring compliance with the Procurement Act.
- 1.3 A diverse, sustainable, and resilient supply chain is crucial for railway development. It involves anticipating, preparing for, responding to, adapting to, and recovering from disruptions with minimal impact on service delivery. The approach should protect current assets and leverage future opportunities to deliver social, environmental, and economic benefits.

2. Scope

- 2.1 This Policy applies to, and must be complied with by, all Directors, Managers, employees, contractors, workers and representatives of the Operator in any situation where they are involved in a procurement process, whether as requisitioner, stakeholder or negotiator, or those who validate or authorise payment.
- 2.2 Failure to comply with this Policy may result in financial and reputational loss to the Operator and may also result in disciplinary action for any individuals involved.

3. General Principles

- 3.1 As part of its NRC, the Operator is required to comply with the Procurement Act.
- 3.2 The Operator's activities are supported by public funding, and it is accountable to its stakeholders in ensuring the most efficient and effective use of resources.
- 3.3 The Operator is committed to the highest standards of ethics, transparency, probity and accountability. It seeks to conduct its affairs in a responsible manner and in compliance with the requirements and obligations of its NRC.

POLICY
Procurement Policy

4. Procurement Objectives

- 4.1 The objectives of the Operator reflect the commercial considerations of price, quality, availability, marketability, transportation and any other terms and conditions or other factors deemed commercially applicable.
- 4.2 Each procurement activity will:
- be legal, accountable and auditable;
 - be delivered with integrity.
 - deliver value for money.
 - be undertaken to minimise commercial and reputational risk where possible.
 - achieve appropriate Social Value and promote sustainability; and
 - share information so that suppliers can understand the Operator’s procurement policies and decisions.
- 4.3 All suppliers will be treated the same unless a difference between the suppliers justifies different treatment. Where different treatment is justified in a particular case, the Operator will strive to take all reasonable steps to ensure it does not put a supplier at an unfair advantage or disadvantage.
- 4.4 All procurement activity will be conducted in accordance with all relevant legislation, including the Procurement Act.
- 4.5 As far as is reasonably possible, the Operator should only engage suppliers and contractors who subscribe to and operate on similar principles to their own.

5. Accountability and Responsibility

- 5.1 The Operator’s budget holders are ultimately responsible for ensuring that their procurement requirements are accurately defined, and for ensuring they align with the Operator’s strategic objectives and policies.
- 5.2 No individual should act in a way which gives approval to incur any expenditure for which they are not authorised, this includes entering any contract or purchase order which commits the Operator to incur expenditure of any kind, excepting minor personal expenses. Please refer to the Delegated Financial Authority Matrix (available from your Finance Business Partner) for further information.

POLICY
Procurement Policy

6. Expectations of our Stakeholders

- 6.1 Stakeholders involved in any part of the procurement process, including that of engaging, monitoring and managing suppliers, must always act with responsibility, integrity and honesty, and in accordance with this Policy.
- 6.2 There are no circumstances in which it is permissible to requisition or buy goods or services without documenting the transaction in a purchase order.
- 6.3 Confidential information received from any supplier should be respected and not disclosed to other suppliers. Equally, information provided to any supplier should be transparent, fair and never designed to mislead.
- 6.4 Purchasing cards and credit cards must not be used to bypass the requirements of this Policy. Failure to adhere to this requirement may result in cards being removed and individuals involved may be subject to disciplinary action.

7. Expectations of our Suppliers

- 7.1 The Operator expects suppliers to adhere to all applicable laws, including but not limited to the Bribery Act 2010, the Modern Slavery Act 2015, the Procurement Act and anti-money laundering regulations.
- 7.2 The Operator expects suppliers to have a comprehensive whistleblowing policy which allows employees to report any incidents or concerns anonymously, safely and without repercussion.
- 7.3 All suppliers must hold the requested levels of insurance and have all the required safety information to ensure that they can work safely. Where applicable, suppliers must also demonstrate that when carrying out work activities, they are able to undertake those activities in such a manner so as to not introduce risk to the safety of colleagues and customers, other contractors, the neighbouring public, and other railway workers.

8. Economic Sustainability

- 8.1 The Operator will look to where possible remove or reduce barriers to entry to encourage local, regional, and small and medium enterprise suppliers to bid for contracts, and to encourage suppliers to create employment and training opportunities
- 8.2 The Operator will strive to achieve value for money on a whole life cost basis, considering the wider impact of each procurement and ensuring that its

POLICY

Procurement Policy

environmental, social, and whole life cost impacts are considered, where appropriate, in determining value for money.

- 8.3 The Operator recognises that, as well as considering the initial outlay, stakeholders must also consider the operational and disposal costs of the product being procured, including savings opportunities through repeated use of the goods without further outlay.

9. Delegated Authorities

- 9.1 TUK has established a framework of delegated authorities that define who within the Operator is authorised to buy, or commit to, products and services within specified financial limits. This ensures that the relevant stakeholders are included in approval processes to verify that business need and compliance is being met, opportunity for errors is minimised and delegated authority is obtained.

It is mandatory to adhere to the delegated authorities. Please refer to the Delegated Financial Authority Matrix (available from your Finance Business Partner) for further information.

10. Authority to approve contracts

- 10.1 Contracts which commit the Operator to expenditure with a supplier shall follow the approval process based on the contract values set out in section 11, below. The threshold is determined on the total contract value for the period of commitment to the supplier.
- 10.2 Contracts can **only** be signed by a statutory Director of the Operator (Finance Director or Managing Director) in line with the Delegated Financial Authority Matrix. Procurement must be provided with copies of all signed agreements so that they can be stored in accordance with local procedure.

11. Competition Requirements and Thresholds

- 11.1 The total value of the proposed contract over the proposed term, including any potential extension periods, should be used to calculate the estimated contract value. All calculations must be genuine and based upon all available information at the time of the procurement commencing. It is not permissible to sub-divide or split elements of the procurement for the purpose of avoiding a higher 'Minimum Competition Requirement' (see below).

POLICY Procurement Policy

- 11.2 Stakeholders should contact the Procurement team if they need help calculating the estimated contract value of their requirement.
- 11.3 Where the estimated contract value exceeds the currently published thresholds for each type of procurement, it will be subject to the Procurement Act. The thresholds set out in the Procurement Act are as follows:

Thresholds (inclusive of VAT at 20%) Valid until 31 st December 2027	
Goods and Services	£415,440
Works	£5,193,000

- 11.4 To effectively generate competition and evidence value for money, the Operator requires the minimum level of engagement as outlined in the table below:

Estimated Contract Value ¹	Minimum Competition Requirement	Conditions
£0-£9,999.99	There is no formal procurement requirement for purchases below £9,999.99 for goods, services, works or utilities, but sourcing quotes from suppliers can ensure value for money.	1 formal quotation Stakeholder led
>£10k- <£49,999.99*	At least 3 written quotations and order should be placed with the supplier offering the most advantageous offering. A copy of all quotes must be retained together with a written record of how the best value offer was decided and attach the quotes to the requisition.	3 formal quotations Stakeholder led
>£50K up to Procurement Act threshold	Stakeholders must inform the relevant Procurement Category Manager as soon as the need has been established as there are legal obligations to meet at this value. Procurement will determine the most appropriate route to market.	Procurement led
Above Procurement Act threshold	A mandatory Procurement Act compliant tender process is required and must be led by the Procurement team.	Procurement led
*This applies to non-safety critical spend, and other spend without safety requirements. Consult Procurement about all spend on goods, works and services that are safety-critical or have other safety requirements.		

¹ Excluding VAT

POLICY
Procurement Policy

12. Direct Award

- 12.1 On rare occasions, it may not be possible to comply with this Policy in terms of seeking competitive quotes or running an above-threshold competitive procurement process in accordance with section 11, above. This may include reasons such as there only being one supplier capable of supplying a particular good/service, compatibility with existing goods/services or in an emergency situation.
- 12.2 In these limited situations, a contract may be awarded directly to a particular supplier without running a competitive tendering procedure.
- 12.3 A Direct Award Authorisation form should be completed for all direct awards above £10,000 (excluding VAT). The form must be completed by the stakeholder and submitted to the Procurement team for review, prior to authorisation. A template can be requested from the Procurement team or is available on the intranet.
- 12.4 The Direct Award Authorisation form will need to be approved by the appropriate Functional Director and potentially the Finance Director before any orders are raised. In all cases no commitments should be made to suppliers until all approvals have been obtained.
- 12.5 Please contact the Procurement team for more information regarding the limited situations in which it is permissible to direct award a contract to a particular supplier.
- 12.6 Retrospective direct awards are non-compliant with this Policy.

13. Transparency Requirements

- 13.1 To comply with the Procurement Act, notices will be published by the Procurement team in line with the appropriate procedure. These notices will be visible to suppliers and other contracting authorities on the central digital platform and will include information about the procurement, for example to advise an opportunity or to notify that a contract is about to be awarded.

14. Value for Money

- 14.1 Undertaking effective procurement activity provides the framework to obtain value for money by optimising specifications, undertaking market research, minimising total cost of ownership, driving competition, seeking innovation and improving processes.
- 14.2 All those involved in procurement activities should have regard to the following:

POLICY

Procurement Policy

- The desired outcome is that of greatest value gained at best possible cost.
- Total cost will, as appropriate, consider the full anticipated whole life cycle costs of the goods or services being procured, including maintenance, servicing, reliability costs and costs of ultimate disposal where the Operator may be responsible for them.
- Value may and should, where appropriate, be assigned, however approximately, to such factors as sustainability, environmental and social benefits and of improving the competitiveness of the supplier base on which the Operator depends.
- In addition to the total cost of acquisition or ownership, it is the Operator's policy to reduce, where possible, the administrative cost of acquiring and owning goods and services. Selection of the most appropriate procedure to obtain an approximation to best value without incurring excessive administrative cost (or without unduly diverting limited resources from other activities and priorities) is therefore vital.
- Where an opportunity exists to jointly procure a common requirement with other train operating companies owned by TUK, to maximise economies of scale, then this should be considered.

15. Safety and Quality Assurance

- 15.1 The Operator will have in place systems, where appropriate, to ensure that any specific safety requirements related to the purchase of goods, works or services are considered and addressed prior to orders being placed, and that suppliers of products and services are qualified to a standard consistent with the degree of risk involved.
- 15.2 Where the Operator specifies requirements, failure to meet these may be a basis under which a supplier can be excluded from a procurement process.
- 15.3 The stakeholder letting each contract is responsible for informing the Procurement team about specific safety requirements (which include but are not limited to safety critical products/services) and for ensuring that products and services are specified by appropriately qualified persons.
- 15.4 The Operator requires that goods, works and services shall adhere to legal and industry standards in safety and quality assurance and, where the Operator considers appropriate, be procured via the Railway Industry Supplier Qualification Scheme (RISQS).

POLICY

Procurement Policy

- 15.5 All requirements stated in the tender documentation shall be required to be maintained for the duration of all contracts. It is the responsibility of the relevant Contract Manager to ensure that safety critical suppliers and services are audited to ensure compliance with the original and ongoing specification.

16. Contracts past the NRC Core Term

- 16.1 For contracts that extend past the Core Term Expiry Date of the NRC, it is mandatory to incorporate specific clauses in the terms and conditions of the contract, which allow for the Operator to terminate the contract with 3 months' notice or less without the Operator incurring breakage or termination costs, or for the contract to be novated to a Successor Operator.
- 16.2 In the absence of these clauses, further authorisation to enter into these contracts must be obtained from Procurement, the Finance Director and the Department for Transport (DfT). Please discuss your requirements with the Procurement team.

17. Contract Terms and Conditions

- 17.1 The Operator's standard contract terms and conditions, or purchase order terms and conditions, must be used when awarding contracts to suppliers. These can be supplied by the Procurement team.
- 17.2 If a proposed supplier refuses to accept the Operator's standard terms and conditions, or attempts to make amendments, this should be raised with the Procurement team before progressing.

18. Contract Variations

- 18.1 Variations to contracts that fall within the scope of the Procurement Act, including the extension of the term of such contracts, must be approved by the Procurement team. The Procurement Act contains specific requirements for contract variations and extensions that the Operator must comply with.
- 18.2 Variations must not be used to authorise new work from an existing supplier in order to avoid running a new procurement process.
- 18.3 Any variations to an existing contract shall be conducted in line with the contract terms and conditions and be recorded in writing, typically by using the variation schedule included in the contract. Approval for any material or cost impact changes must be obtained in line with the Delegated Financial Authority Matrix prior to the variation being agreed with the supplier.

POLICY
Procurement Policy

19. Framework Agreements

- 19.1 A framework agreement is an umbrella agreement that establishes pre-agreed terms and conditions for future contracts or orders between a buyer and one or more suppliers who have been through a competitive process. The Operator has implemented its own framework agreements and has access to further external framework agreement.
- 19.2 In the majority of cases, a framework is a zero-value agreement, with no firm commitment to the supplier. To purchase the goods, works or services on the framework, a “call-off order” is required. This is usually a pro-forma which requires completion and signature by both parties before a contract is created. No order or contract is created without an applicable signed call-off order.
- 19.3 The Operator will procure its own framework agreements where it considers that there is an advantage in doing so, where other external framework agreements do not cover our requirements, or there is an absence of suitable framework agreements. These will be procured via a competitive tender process. Any framework agreements procured by The Operator will be managed by the Procurement team, including checking the ongoing compliance of admitted suppliers in terms of them continuing to meet the Operator’s expectations and any minimum published standards.
- 19.4 In some circumstances, the Operator has access to external framework agreements. These framework agreements allow the Operator to purchase certain goods works and services compliantly without running a full procurement in accordance with the Procurement Act. The Procurement team can advise whether a suitable external framework agreement is available to the Operator, and whether this is an appropriate route to market.
- 19.5 Where suitable framework agreements are available, they will be the default route to market, and no other suppliers must be used unless agreement is obtained from the Operator’s Head of Procurement. For some goods and services, more than one framework agreement may be in place and Procurement will advise on the most suitable option.

20. Key Contracts

- 20.1 A Key Contract is a contract that requires written consent from the DfT before being entered into. A contract may be designated as a Key Contract by the DfT where the goods or services are “necessary for the purposes of securing continuity of the Rail Services by a Successor Operator” on expiry of the NRC. This definition may be updated from time to time by the DfT. Typically, this involves the supply of

Ref: EMR-PRO-001	
Issue	6.0
Status	Approved
Date of Issue	01/01/2026
Page	11 of 17

POLICY

Procurement Policy

critical components for rolling stock, services which include customer/personal data, operational and/or IT systems.

- 20.2 Where a requirement appears to meet this definition, a discussion must take place with the DfT to ascertain designation status (supported by the Procurement team).
- 20.3 In many cases where Key Contracts are designated, the Procurement team will be requested to assist the supplier in entering into a direct agreement with the Secretary of State. This is required to be in place before the Operator can enter into the Key Contract. Procurement timescales are likely to be longer to meet this requirement.
- 20.4 New Key Contracts or subsequent amendments or modifications to existing Key Contracts require the approval of the DfT and/or the Office of Road and Rail (ORR) prior to agreeing or amending them with a third party.
- 20.5 Failure to comply with the approval process will result in a breach of the Operator's NRC and/or its license to operate as a passenger train operator.

21. Environmental Sustainability

- 21.1 Where practicable and appropriate, the Procurement team shall ensure that all procurement and purchasing decisions include environmental responsibility as a factor and comply with environmental legislation.
- 21.2 The Operator is committed to a low carbon economy and therefore considers it desirable that suppliers of goods, works and services demonstrate a proactive approach to environmental management, for example by being certified or working towards certification of an environmental management system such as ISO14001 or equivalent, or by developing and implementing effective procurement strategies in line with ISO 20400:2017– Sustainable Procurement Guidance.
- 21.3 Please refer to the centralised policy repository which will contain the Operator's latest environmental policies.

22. Social Responsibility

- 22.1 The Operator is committed to embedding responsible procurement into all elements of its supply chain practices where appropriate and will work with its suppliers to ensure responsible and sustainable practices throughout its procurement cycle and extended supply chains.

Ref: EMR-PRO-001	
Issue	6.0
Status	Approved
Date of Issue	01/01/2026
Page	12 of 17

POLICY

Procurement Policy

- 22.2 The Operator strives to support the society that it is a part of which includes taking action to reduce poverty, increase health and wellbeing, improve equality and promote local employment and apprenticeship opportunities.
- 22.3 All suppliers must be encouraged to adopt similar policies, with Social Value included in the award criteria where considered appropriate by the Operator.
- 22.4 By integrating these principles into our procurement practices, the Operator aims to not only comply with the Procurement Act but also contribute to a more sustainable and socially responsible business environment.

23. Equality and Diversity

- 23.1 The Operator will ensure that the application of all or parts of this Policy does not have the effect of discriminating, directly or indirectly, against staff, students, agents or specialist contractors acting on behalf of the Operator or potential suppliers on grounds of any protected characteristics as outlined in the Equality Act 2010, and that all suppliers understand their obligations to ensure that their work practices, and those of their extended supply chains, comply with the Equality Act 2010 and International Labour Organisation standards.

24. Modern Slavery

- 24.1 The Operator adopts a zero-tolerance approach to slavery and human trafficking. We are committed to taking all reasonably practicable steps to ensure that slavery and human trafficking is not present in our supply chains, and we expect the same standards from all those we work with, including business partners, consultants, contractors, suppliers, and third-party representatives working on our behalf.
- 24.2 Where applicable, when evaluating tender submissions from suppliers who are commercial organisations, the Operator will only award contracts to those tenderers who have demonstrated compliance with the relevant obligations of the Modern Slavery Act 2015.

25. Excluded and Excludable Suppliers

- 25.1 Under the Procurement Act, 'excluded' and 'excludable' suppliers² may be restricted from participating in procurement processes. Following receipt of tenders or requests to participate, checks will be undertaken by the Procurement team to determine any exclusions. Any decision made to exclude a supplier from a procurement process will be reported in line with the Procurement Act.

POLICY Procurement Policy

² Suppliers may be excluded or excludable for a number of different mandatory or discretionary grounds for example corporate manslaughter or environmental misconduct. The exclusion regime enables the exclusion of suppliers where they pose particular risks to the procurement.

26. Contract Management

- 26.1 Contract management refers to the process of creating, executing, and overseeing contracts to ensure that all parties fulfil their obligations.
- 26.2 Following contract signature, Procurement will provide the contract owner with all relevant documentation (contract, programmes, pricing etc) and where applicable schedule a kick-off meeting (typically soon after the contract award in the early mobilisation phase). The kick-off meeting shall include an overview of the core elements of the contract (price, milestones, delivery commitments, key stakeholders, future meeting structure, key performance indicators) and act as the formal transfer of contract ownership from the Procurement team to the contract owner.
- 26.3 It is the responsibility of the contract owner/budget holder/ business area to appropriately manage their own contracts based on value and criticality. Procurement can provide standardised templates to support with the effective management of contracts; all documentation should be saved within the Operator's central repository.
- 26.4 The minimum requirements of contract management are to:
- Monitor the safety performance of the supplier and materials used via inspections and audits (where applicable),
 - Maintain the contract and ensure that it reflects the current position,
 - Enable both parties to meet their obligations, leading to successful delivery of objectives,
 - Maintain compliance to relevant regulations and legislation,
 - Develop a constructive and sustainable relationship with the supplier,
 - Manage the total cost of supply, to mitigate any unnecessary costs,
 - Minimise the supply chain risks,
 - Monitor environment and sustainability key performance indicators with the aim of continual improvement,

Ref: EMR-PRO-001	
Issue	6.0
Status	Approved
Date of Issue	01/01/2026
Page	14 of 17

POLICY Procurement Policy

- Provide supplier performance feedback to the Procurement team

- 26.5 Each business area should aim to conduct regular contract review meetings with their supplier(s). The frequency and content of these meetings are usually outlined within the contract but may be wider or more regular if required.
- 26.6 The Procurement team should only engage in contract management as an escalation point following sustained poor supplier performance.

27. Conflicts of interest

- 27.1 A conflict of interest, for the purpose of this Policy, is defined as any perceived, potential or actual personal interest which may affect or be seen by others to affect an individual's impartiality in any matter relevant to their duties when attempting to make any purchase or be part of any procurement process.
- 27.2 Where requested by Procurement, and for any requirements over £200,000 (excluding VAT), all individuals must complete a conflict of interest declaration. These declarations must be regularly reviewed, and Procurement must be informed if there is a change to a declaration during the course of a procurement exercise. For competitive exercises above the Procurement Act thresholds, in addition to the declaration, a conflicts assessment will be compiled by Procurement.
- 27.3 Any interest identified must be declared to Procurement for determination of whether that stakeholder can take any further part in the procurement exercise.
- 27.4 Staff, and any non-staff members, who have delegated authority and responsibility and who are involved in purchasing or procurement decisions will conduct themselves in line with the Operator's values, namely, to behave ethically and professionally, with the best interests of the Operator and any relevant funding bodies borne in mind.
- 27.5 Business gifts and hospitality may be accepted in line with conditions related to value and recorded in line with the Operator's policies. Care should be taken to ensure that the acceptance of hospitality couldn't be deemed by others to have influenced a business decision.
- 27.6 It is illegal for any employee or representative of the Operator to accept or offer a personal inducement or bribe in any form from (or to) any supplier or potential supplier of goods, services, works or utilities. Any benefit, which may properly be available from a supplier, shall accrue to the Operator and not to an individual.

POLICY
Procurement Policy

28. Payment

- 28.1 The Operator's policy is to make payment in accordance with the agreed terms and conditions contained in a contract. Suppliers should be advised without unreasonable delay when it becomes apparent that invoices, or parts of invoices, require clarification, or are disputed.
- 28.2 It is the responsibility of the business area in which the requisition has been raised to receipt purchase orders following the delivery of goods, works and services.
- 28.3 The Operator has a strict "no purchase order no pay" policy with all its vendors. The retrospective raising of purchase orders is not permissible.

29. Data Security

- 29.1 Where any IT software/systems are being procured and therefore risks to data security are present within a scope of work, additional terms and conditions are required.
- 29.2 Information security matters must be discussed with the Information Security Manager and the Head of IT, and the supplier must complete an Information Security Questionnaire. This should be either included in any tender process or requested from the supplier if a tender is not being conducted.
- 29.3 You must ensure that all local policies are followed in relation to data security.

30. Data Protection

- 30.1 Where personal data is being stored or otherwise processed by a supplier, data protection risks may be present within a scope of work, therefore additional terms and conditions are required.
- 30.2 Data protection related matters should be discussed with the Data Protection Manager (DPM). At the start of the procurement process, the stakeholder must provide the DPM with sufficient information so that a data protection triage assessment can be completed which will assess the risk of processing the personal data. The DPM will then assess the minimum contractual terms needed. If necessary, a Data Protection Impact Assessment (DPIA) will be conducted and reviewed by the DPM. This assessment may lead to modifications in the terms and conditions of the relevant contract.

Ref: EMR-PRO-001	
Issue	6.0
Status	Approved
Date of Issue	01/01/2026
Page	16 of 17

POLICY
Procurement Policy

31. Freedom of Information

- 31.1 As a train operator we acknowledge that the Secretary of State is subject to the Freedom of Information Act 2000 (FOIA) and where it considers it appropriate the Operator will assist and cooperate in relation to any Freedom of Information requests.
- 31.2 It should be understood that any information communicated to, or received from, suppliers may be requested and subsequently released to the Secretary of State for onward transmission through a FOIA request, and it is possible that suppliers or other commercial organisations utilise the FOIA, and the associated request process, to obtain purchasing and other commercial information for commercial gain or to gather evidence to instigate a legal challenge through the relevant procurement legislation.

32. Applicable Laws

- 32.1 The Operator will seek to include, in its tendering activity and contracts, specific obligations to comply with applicable laws relevant to the nature of the service.

POLICY
Procurement Policy

33. Definitions

TUK - Transport UK Group Limited.

NRC - The Operator’s National Rail Contract with the Secretary of State for Transport dated 4th October 2022, being the contractual agreement that governs the operation of passenger rail services across the National Rail network.

Key Contract - Each agreement, contract or other arrangement listed as a Key Contract in the NRC, or designated as a Key Contract in accordance with the terms of the NRC, but excluding any such agreement, contract, license or other arrangement which ceases, in accordance with the terms of the NRC, to be designated as a Key Contract.

Core Term Expiry Date - As set out in the NRC, being 18th October 2026

Operator - Transport UK East Midlands Limited

Procurement Act - The Procurement Act 2023 being legislation governing public sector procurement which came into force on the 24th February 2025.

Social Value - Describes the additional value created in the delivery of a contract which has a wider community or public benefit.

Contract Manager/Owner - An individual in the Operator responsible for the management and administration of a particular contract.

Successor Operator - The successor operator of the rail passenger transport services in respect of the East Midlands area bounded by London, Corby, Norwich, Skegness, Cleethorpes, Barton-on-Humber, Doncaster, Worksop, Sheffield, Liverpool, Crewe, Leicester, Nottingham and Matlock. The Successor Operator will be a public sector company, is expected to be a wholly owned subsidiary of Dft Operator Limited and will ultimately be owned by the Secretary of State for Transport.

34. Major Revision History

Version	Date	Author (changed by)	Changes
1	September 2017	B Mercer	New Policy
2			
3	October 2022		
4	July 2025	E Martin	Review
5	October 2025	E Martin	Minor update to section 27
6	January 2026	E Martin	Minor update to Section 11