



RCH Group Policy: Contract Procedure Rules

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Approval Body	Audit & Risk Committee
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This policy is available, on request, in different languages and in other formats such as large print, audio format and braille as required.

1. Scope

- 1.1** This is a Group policy and therefore applies to Staff, Board and Committee members of RCH Group of companies. As at April 2026, RCH Group consists of River Clyde Homes and its subsidiary, Home Fix Scotland Ltd.

2. Introduction

- 2.1** The contract procedure rules (“CPRs”) are intended to promote good purchasing practice, customer accountability and evidence the fact that RCH Group actively seeks to ensure probity in all its commercial dealings. Following these rules is the best defence against any allegations that a purchase has been made incorrectly or fraudulently.

- 2.2** Staff responsible for purchasing or arranging the purchase of any works, goods, or services on behalf of RCH Group must comply with these CPRs.

- 2.3** This policy should be read in conjunction with the following documents:

RCH Group Corporate Plan
Procurement Strategy
Value for Money Strategy
Risk Management Policy
Financial Regulations
Anti-Fraud, Bribery and Corruption Policy
Data Protection Policy
Standing Orders and Delegations Policy
Code of Conduct Policy
Entitlements, Payments and Benefits Policy
Whistleblowing Policy
Notifiable Events Policy

- 2.4** RCH Group will meet all legal and regulatory obligations in relation to this policy subject:

The Bribery Act 2010
Procurement Reform (Scotland) Act 2014
Scottish Procurement Policy Notes
Public Contracts (Scotland) Regulations 2015
Procurement (Scotland) Regulations 2016
Concession Contract (Scotland) Regulations 2016
Subsidy Control Act 2022
Housing (Scotland) Act 2001
Environmental Information (Scotland) Regulations 2004
The Freedom of Information (Scotland) Act 2002
General Data Protection Regulations
Scottish Housing Regulatory Framework

3. Definitions

- 3.1** Collaborative Contracts - When two or more Groups of people or organisations engage in procurement work together for mutual benefit.
- 3.2** Contract - An agreement between two or more parties that is legally binding. Contract Award Notice A publication which confirms the details of a contract which has been awarded to a supplier.
- 3.3** Contract Notice - A publication which advertises a procurement requirement. Contract and Supplier Management The process of monitoring supplier performance on a contract.
- 3.4** Contract Register - A published list of contracts put in place by a public sector organisation. This is a legislative requirement.
- 3.5** Contract Value - This is an estimate of the value of a contract over the whole period of the contract e.g., if the contract is for £50k per year for 3 years the contract value is £150k. The contract value should include any extension periods.
- 3.6** Freedom of Information (Scotland) Act (FOISA) - This legislation gives individuals access to information held by public authorities.
- 3.7** Frameworks or Framework Agreements - An agreement or other arrangement between one or more contracting authorities and one or more economic operators which establishes the terms (the terms as to price and, where appropriate, quantity) under which the economic operator will enter one or more contracts with a contracting authority in the period during which the framework agreement applies.
- 3.8** KPIs - Key Performance Indicators. Measures put in place as part of the contract to evaluate how effective the contract is.
- 3.9** Prior Information Notice (PIN) - A method of giving advanced notice of future planned procurement exercises.
- 3.10** Procurement Process - A procurement procedure can be run in a number of ways e.g., a Framework Agreement.
- 3.11** Procurement Strategy - It is mandatory document for a public sector organisation, which estimates it will spend greater than or equal to £5,000,000 on regulated procurements to publish a Procurement Strategy which is proportionate and relevant to its organisation.
- 3.12** Public Sector Body - All organisations which are subject to public procurement laws. This includes government, councils, universities and colleges, the NHS and registered social landlords.
- 3.13** Public Contracts Scotland (PCS) Portal - The national portal used by the Scottish public sector to advertise all regulated procurement opportunities and awards.

- 3.14** Quick Quote - A process used by public sector buyers in Public Contracts Scotland to advertise low value/low risk procurement requirements (normally under £50k in value).
- 3.15** Regulated Procurement - A procurement whose value is greater than £50,000 excluding VAT for goods and/or services for the full life of the contract. Or greater than £2m for Works contracts.
- 3.16** Small Medium Enterprise (SME) - The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding €50 million and/or an annual balance sheet total not exceeding €43 million.
- 3.17** Subsidy – an award or financial assistance (which includes a contract for goods and services) which confers an economic advantage on the receiver (i.e., is provided on favourable terms such that on the open market such an award would not have been made on those terms) and/or is capable of having an effect on competition or investment within the UK.
- 3.18** Supply Chain - All activities, resources, products etc. involved in creating and moving a product or service from the supplier to the procurer.
- 3.19** Supported Business - An organisation whose main aim is the social and professional integration of disabled and disadvantaged workers and where at least 30% of their workforce are classed as disabled or disadvantaged.
- 3.20** Tender - The term used to describe the procurement process of advertising, requesting and awarding a contract.
- 3.21** Threshold - Values that apply to public procurement exercises.
- 3.22** UK GDPR - General Data Protection Regulation legislates how personal data is handled and stored.
- 3.23** Value for Money (VfM) - An economic assessment by the public sector as to whether a project represents value for money; the optimum combination of cost and quality to provide the required service.

4. Scope of Contract Procedure Rules/General Duties

4.1 Contracting Authority

For the purposes of the various laws applying to how RCH Group lets its contracts, RCH Group is a 'Contracting Authority'. This means that all companies in the Group require to adhere to the public procurement legislation.

4.2 Extent & Application

These CPRs must be interpreted and acted upon in accordance with the key principles of equal treatment, non-discrimination, proportionality, and

transparency, which principles shall apply to all procurement undertaken by RCH Group. RCH Group staff must take care at all times to ensure that no aspect of its procurement is discriminatory, improper (or which has the effect of distorting competition).

All RCH Group staff shall comply with these CPRs. Failure by staff to comply with these CPRs will be dealt with in accordance with the Group Discipline Policy and Procedure. Where a person who is not an RCH Group employee is contracted to a position where they are authorised to carry out purchasing functions, it shall be a condition of their contract that they comply with these CPRs.

4.3 Ownership and Review of CPRs

The Group Services Director is the custodian of these CPRs and is responsible for keeping them under review. This includes giving advice on their implementation, review and investigating breaches.

These CPRs shall be reviewed and updated as required on each anniversary of the date these CPRs are formally approved by the Audit and Risk Committee. These CPRs may be varied or revoked by the Audit and Risk Committee at any time following a resolution passed upon notice duly given in terms of RCH Group constitution that regulate the meetings and proceedings of the Audit and Risk Committee.

4.4 Officer Responsibilities

These CPRs must be strictly complied with, they are RCH Group minimum requirements.

4.5 General Responsibilities of Directors

Each Director has responsibility for all contracts tendered and let by their Directorate. He/she is accountable to the Audit and Risk Committee for the performance of his/her duties in relation to contract letting and management which are:

- (a) To ensure compliance with the law and RCH Group policy.
- (b) To ensure value for money in all procurement matters.
- (c) To ensure compliance with these CPRs and any Procurement Guidance Notes and Procurement Courses published by the Procurement Team or Legal Team.
- (d) To ensure that all relevant staff of his/her Directorate are familiar with the provision of these CPRs, and any Procurement Guidance Notes and Procurement Courses published.
- (e) To take immediate action in the event of a breach of these CPRs within his/her directorate by notifying the RCH Group Procurement Team and Legal Team.
- (f) In the event of a breach of CPR's, a review is required to determine if this is a notifiable event to Scottish Housing Regulator (as per SHR guidance on Notifiable Events and/or seek advice from the Governance and Executive Support Team). All notifiable events should be reported to the Governance and Executive Support Team in the first instance, who will ensure that the Scottish Housing Regulator is notified.

4.6 Ethics and Standards in Conducting Procurement

All RCH Group staff - at all levels throughout the organisation - shall ensure that RCH Group conducts its procurement according to the following standards:

- (a) Conduct and standards of behaviour do not foster suspicion or perceived conflict of interest between the official duty of staff and their personal interest.
- (b) The actions of staff should not give the impression (real or perceived) that they have or may have been influenced by a gift or consideration to show favour or disfavour to any person or organisation.
- (c) Dealings with candidates, tenderers (actual and potential) and contractors must always be transparent, honest, and fair and in no way distort competition.
- (d) Staff must keep adequate records to demonstrate that appropriate standards have been observed throughout any procurement process.
- (e) The Bribery Act 2010 is applicable to RCH Group staff and sets out criminal offences for corruption and collusion.

4.7 Confidentiality of Tender Submissions and Quick Quote Proposals

During the period between the opening of the tender responses (and/or quick quote submissions) and the award of contract it is paramount that all details of such responses/submissions shall be treated as strictly confidential. This requirement for confidentiality and the quality of confidence shall apply to submissions even after the award of contract, except where partially qualified by the provisions of these CPRs e.g., notifying unsuccessful tenderers of the relative advantages and characteristics of the winning tender.

4.8 Conflicts of Interest

RCH Group must take appropriate measures to prevent, identify and remedy conflicts of interest arising in the conduct of procurement procedures to avoid any distortion of competition and to ensure equal treatment of all companies.

Reference to 'conflicts of interest' above, includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

4.9 Financial Thresholds

A 'regulated contract' is a contract for **supplies** or **services** entered into by RCH Group where it is estimated the total price payable under the contract to be £50,000 or more (excluding VAT). If the contract is for **works** then the threshold is £2,000,000 or more.

4.10 Methods for Calculating the Estimated Value

RCH Group must calculate the estimated value of a contract by reference to the total amount payable under it (regardless of the form of such payment), not excluding value added tax.

The total amount payable includes the amount payable as a result of the exercise of any options and any renewal of the contract as explicitly set out in the contract documents.

The estimated value must be the value estimated at the moment at which the procurement is commenced.

No procurement may be artificially split to avoid compliance with these CPRs and applicable procurement law. This means that purchases of the same or similar goods or services must be aggregated wherever practicable. Contracts must not be artificially split so as to avoid the application of procurement thresholds or these CPRs

In the case of a contract which does not indicate a total price, the estimated value shall be calculated by reference to –

- a) in the case of a contract for a fixed term of less than or equal to 48 months, the total value of the contract for its full term.
- b) in the case of a contract for a fixed term of more than 48 months or a contract without a fixed term, the monthly value multiplied by 48.

4.11 Excluded Contracts

Regulated Contracts do NOT include contracts:

- a) for employment (and other contracts of service).
- b) for the acquisition, disposal, or transfer of land including existing buildings (for which the Financial Regulations shall apply).
- c) for the purpose of acquiring goods, works or services in order to sell, hire or provide them to other persons where RCH Group does not have the exclusive right to sell, hire or provide the goods, works or services and the conditions on which RCH Group intends to sell, hire or provide them are the same as or similar to the conditions on which another person could sell, hire or provide the same or similar goods, works or services.

4.12 Circumstances in Which a Contract Can Be Awarded Without Competition

RCH Group may award a regulated contract without seeking offers in relation to the proposed contract –

- a) Where no tenders, no suitable tenders, no requests to participate or no suitable requests to participate have been submitted in response to the publication of a contract notice, provided that the initial conditions of contract are not substantially altered.
- b) Where the works, supplies or services can be supplied only by a particular economic operator for any of the following reasons –
 - i) The aim of the procurement is the creation or acquisition of a unique work of art or artistic performance.
 - ii) Competition is absent for technical reasons.
 - iii) The protection of exclusive rights, including intellectual property rights. But only, in the case of paragraphs (ii) and (iii), where no reasonable alternative or substitute exists, and the absence of competition is not the result of an artificial narrowing down of the parameters of the procurement.
- c) Where (but only if it is strictly necessary) for reasons of extreme urgency brought about by events unforeseeable by RCH Group, RCH Group considers it must proceed to award a contract without delay. However, the circumstances invoked to justify extreme urgency must not, in any event be attributable to RCH Group.

If a direct award is being considered, both the Procurement and Legal Teams require to be involved at the early stages of these types of decisions. Further details on the above and additional circumstances where the contract can be directly awarded are available from the Legal Team or Procurement Team. Any such direct award must be reviewed the RCH Legal Team and approved by a Director in writing before it is made or agreed.

4.13 Exemptions or Waiver of CPRs

An exemption or waiver from these CPRs may only be made with the prior approval of the Group Services Director in relation to contracts which fall below the threshold for regulated contracts (i.e., contracts for goods and services less than £50,000 in value and contracts for works less than £2,000,000 in value).

The individual seeking the waiver or exemption shall submit a Variation to Contract Procedure Rules form to the Group Services Director for their approval.

All agreed variations will be reported to the Executive Leadership Team in the first instance, and then reported at the next available Audit and Risk Committee.

4.14 Potential Breach of CPRs

Where any RCH Group officer suspects a breach of these CPRs they shall report the matter to the Head of Finance and ICT for investigation on behalf of the Group Services Director. Any breaches of the CPR's will be reported to the Audit and Risk Committee.

4.15 Charges for Participation in the Procurement Process

RCH Group shall not charge an economic operator a fee for participating in any part of the process relating to its procurement activity (including a fee to provide any document required to participate in that process).

4.16 Procurement by Consultants

Where RCH Group elects to use consultants to act on its behalf in relation to any procurement, the relevant Director shall ensure that the consultants shall carry out any procurement in accordance with these CPRs.

No Consultant shall make any decision on whether to award a contract or who a contract should be awarded to. The relevant Director shall ensure that the consultant's performance in relation to procurement is in accordance with these CPRs and all statutory procurement obligations.

Where RCH Group uses consultants to act on its behalf in relation to any procurement, the relevant Director shall oblige the consultant to declare to RCH Group any potential conflict of interest that may arise prior to the commencement of the procurement process or as soon as the consultant becomes aware of any potential conflict of interest.

Where the relevant Director considers that such conflict of interest is significant the consultant shall not be allowed to participate in the procurement process.

Note that it is RCH Group, as the contracting authority, which is responsible for all actions and decisions of consultants in relation to the conduct of procurements, therefore proper contractual arrangements require to be in place to manage and monitor consultants appropriately.

5. Steps Prior to the Procedure

5.1 Steps Prior to Procurement

All RCH Group officers requiring works, goods, or services regardless of value shall firstly check the 'Current Contracts' list held on "Connect with Procurement" SharePoint site to see whether an existing RCH Group arrangement is already in place. Where an existing contractual arrangement is in place, no orders shall be placed with any other contractor or new contractual arrangements sought unless there is prior approval from the Procurement team and Group Services Director and there are reasonable grounds for doing so.

All RCH Group officers requiring works, goods or services in value shall comply with the following:

- a) Obtain the appropriate authority in accordance with the Standing Orders Delegations and Governance Code.
- b) Where appropriate, Home Fix Scotland should be approached, to ascertain whether they can undertake the requirement. If they can, then the lead officer should work alongside Home Fix Scotland to satisfy the requirement and no further engagement with the Procurement Team is necessary
- c) Where the value of the contract is under £10,000 (excl. VAT), then the Procurement Team is not required to be involved in the process. The relevant Head of Service or Senior Manager shall ensure that the Standing Orders, Delegations & Governance Code is complied with and that RCH Group obtains value for money in respect of such expenditure.
- d) Where the value of the contract (including works contracts) is above £10,000 in value, the Officer will prepare a detailed brief/specification of the item to be procured (commensurate with the value of the procurement) as per the Procurement Specification Form and contact the Procurement Team to prepare the relevant tender documentation.

5.2 Approval to commence Procurement

The commencement of a procurement process for a contract is subject to the prior approval being attained in accordance with the Standing Orders, Delegations & Governance Code. The giving of approval is subject to the expenditure involved having been included in approved estimates and sufficient budgetary provision having been made in RCH Group capital programme or revenue budget.

In all cases, the Director within whose Directorate the contract falls shall designate a manager/supervisor as contract lead officer for the contract. It shall be responsibility of the contract lead officer (in conjunction with the RCH Group Procurement Officer) to ensure that the processes followed in relation to the procurement and award of the contract are compliant with these CPRs and all applicable laws.

5.3 Sustainable Procurement Duty / Community Benefits

The sustainable procurement duty requires that before RCH Group buys anything, it must think about how it can improve the social, environmental and economic wellbeing of Inverclyde. It requires RCH Group to consider how its procurement processes can facilitate the involvement of SMEs, third sector bodies and supported business and how public procurement can be used to support innovation.

There is a presumption that where there is an opportunity to deliver community benefits, appropriate requirements will be included in RCH Group contracts and framework agreements.

Community benefit requirements may not always be appropriate and RCH Group must consider their use by considering the nature of the contract, its duration and local factors. Care should be taken to ensure that the requirements do not place a disproportionate burden on contractors or have a wider, unintended effect.

6. Procedures

6.1 Procurement

All procurement with a monetary value above the relevant thresholds (as detailed within Appendix 1) shall be carried out by the RCH Group Procurement Officer in accordance with one of the following procedures:

- i) The open procedure
- ii) The restricted procedure
- iii) The competitive with negotiation procedure
- iv) The competitive dialogue procedure.
- v) Innovation partnership

The restricted and the open procedures are the most commonly used procedures.

The RCH Group Procurement Officer shall ensure the selected procedure is carried out in accordance with the relevant Regulations and timescales. The Procurement Officer shall also consult with RCH Group Legal Team to ensure compliance with relevant provisions.

6.2 Framework Agreements and Call-Off Contracts

RCH Group should endeavour to undertake works internally via Home Fix Scotland or competitively tender all procurement requirements in conjunction with the internal Procurement Team. However, there may be instances when procuring suppliers via external frameworks is adjudged to be the more effective option for reasons of expediency, resourcing, or specialism of the requirement. The use of a framework must be discussed with the Legal Team and subsequently authorised by the Procurement Team prior to any process commencing. Where a framework is to be used, the lead officer (not the Procurement Team) assumes the responsibility of ensuring that the framework

is administered compliantly and must engage with the framework provider for any required advice and guidance.

Frameworks will only be used in clearly justifiable circumstances, for example on time-barred grant funding opportunities, short notice urgent requirements, where the requirement is highly specialised or for material supply.

If the framework use is agreed, the lead officer must contact the framework provider to obtain all associated information (user guides, pricing matrix, contractual terms, and conditions). They should then follow the process set out in the Framework documentation to identify the most economically advantageous bidder to deliver the requirement. Depending on the type of framework, contracts can either be “called off” directly or else RCH Group can hold a mini competition amongst the companies on the framework. It is extremely important that framework contracts are “called off” in the correct and therefore legal manner, advice must be sought from the framework provider to ensure RCH Group use of the framework is compliant.

Where the Framework terms & conditions require a further contractual agreement to be entered into between RCH Group and the preferred bidder, the Legal Team must be instructed to arrange this.

To add the successful supplier on to the Finance System, the lead officer requires to complete and return to the Procurement Team the [New Supplier Request Form - Framework](#). Dependent on the nature and value of the “call off” contract, RCH Group may have an obligation to publish a contract award notice via Public Contracts Scotland. The Procurement Team may ask the lead officer for further information on the process undertaken to enable the award notice to be compiled.

Once the agreement is in place, the Framework company should then be contract managed just as any other internally procured company would be.

6.3 Procurement Requirements under £10,000 (excl. VAT)

Where the organisation has a requirement for services, supplies, or works to a value of under £10,000 (excl. VAT), then the relevant Head of Service or Senior Manager shall ensure that the Standing Orders, Delegations & Governance Code is complied with and that RCH Group obtains value for money in respect of such expenditure.

6.4 Procurement Requirements, £10,000 - £50,000 (excl. VAT)

Where the organisation has a requirement for services, supplies, or works to a value range of £10,000 - £50,000 (excl. VAT), then the relevant Director shall ensure that the Standing Orders, Delegations & Governance Code is complied with. The Procurement Team will help facilitate a ‘Quick Quote’ process via the Public Contracts Scotland Portal to ensure RCH Group obtains value for money in respect of such expenditure. A detailed specification will be drawn up, evaluation criteria will be set and a minimum of three companies will be invited to bid for the works. A formal evaluation of the submissions will be undertaken with the most economically advantageous supplier being awarded the contract.

6.5 Procurement for all matters above £50,000 (excl. VAT) in value

All RCH Group requirements above £50k in value shall be facilitated by the Procurement Team and be the subject of a formal tender process advertised on the Portal.

Where there is a 10% increased variance between the projected and actual costs of any tender, this will be brought for Audit and Risk Committee approval. Where the actual cost is in line with, or below, projections, the contract will be awarded in line with the Standing Orders, Delegations & Governance Code.

7. Conduct of the Procedure

7.1 Preliminary Market Consultation

Before commencing procurement, RCH Group may conduct market consultation with a view to preparing the procurement and informing economic operators of RCH Group procurement plans and requirements.

For this purpose, RCH Group may act as it considers appropriate, including seeking or accepting advice from independent experts or authorities or from market participants.

Such advice may be used in the planning and conduct of the procurement procedure, provided that it does not have the effect of distorting competition and does not result in a violation of the principles of non-discrimination and transparency.

7.2 Setting Time Limits

When fixing time limits for the receipt of tenders and requests to participate, RCH Group must take account of the complexity of the contract and the time required for drawing up tenders, without prejudice to the timescales set out in the Regulations.

7.3 Public Notice

In all cases, whether by virtue of these CPRs or by some other authority a public notice is required, it shall be placed on the national Public Contracts Scotland Portal (the "Portal").

The Portal automatically advertises any contracts above the relevant 2015 Regulations threshold in the 'Find a Tender' website, as required by law.

7.4 Contract Award Notices

Not later than 30 days after the award of a contract or conclusion of a framework agreement, RCH Group must send for publication a contract award notice.

7.5 Requirement to conduct procurement electronically

All RCH Group procurement requirements above £10,000 in value shall be procured electronically using the Portal. All communications with tenderers shall

be made only by those authorised members of the Procurement Team and shall be made via the Portal.

7.6 Award Criteria

RCH Group -

- a) must base the award of public contracts on the most economically advantageous tender assessed from the point of view of RCH Group; and
- b) may not use price only or cost only as the sole award criteria.

RCH Group must identify the most economically advantageous tender based on the best price-quality ratio, which must be assessed on the basis of criteria linked to the subject-matter of the contract in question and must include the price or cost, using a cost-effectiveness approach.

7.7 Issuing Tender or Quick Quote Documentation

All tender documentation will be published on the Public Contracts Scotland (“PCS”) Portal by the Procurement Team. The PCS Portal shall facilitate the downloading of such documentation for completion by those bidding for RCH Group contract opportunities.

7.8 Return and Opening of Tender Submissions

Completed tender submissions must be uploaded by bidders to the relevant part of the PCS Portal by the published return date and time.

The section of the PCS Portal where applicants upload their quick quotes or tender submissions shall only be accessible by appropriate RCH Group procurement staff following the expiry of the submission deadline.

Any quick quotes/ tender submissions received which do not materially conform to the published RCH Group tendering instructions to tenderers shall be rejected and the applicant shall be advised by the RCH Group procurement team of the reason for such rejection.

RCH Group will not accept any SPD/Tender submitted after the specified deadline once the electronic post box has been opened.

Any tender submissions/ quick quotes emailed to RCH Group staff instead of being published on the Portal shall be rejected.

It is for tenderers to evidence from the PCS Portal’s help desk that technical difficulties were being encountered by the PCS Portal at the date and time of submission.

The PCS Portal publishes help and technical assistance for tenderers and bidders which can be located: <https://www.publiccontractsscotland.gov.uk/> .

7.9 Tender Evaluation

Individual evaluations shall be conducted by at least two officers (by the Procurement Officer leading together with at least one officer from the relevant service) who shall examine tenders in accordance with the pre-determined

evaluation criteria for the tender and shall identify tenders that best met the pre-determined criteria including value for money. Any significant differences in each individual scorer's evaluation should be discussed together between the evaluators to arrive at a consensus score, which consensus score shall be recorded. The Procurement Officer shall lead and co-ordinate such scoring.

In respect of all tenders, the evaluation criteria or sub-criteria shall as a minimum be listed in the Invitation to Tender / Quick Quote documentation in order of importance. Any scoring or weighting attributable to any criteria or sub-criteria must be clearly stated. In addition, the criteria shall be strictly observed (and always remain unchanged) throughout the contract award procedure.

Officers should note that prior disclosure of and adherence to award criteria and weightings is a fundamental requirement of the core principle of transparency.

7.10 Giving of Reasons to unsuccessful participants in respect of a Regulated Procurement

The RCH Group Procurement Officer shall ensure that RCH Group, as soon as reasonably practicable after deciding to award a contract, notifies its decision to all unsuccessful tenderers.

7.11 Withholding information

RCH Group may withhold information from a person if it considers that disclosure would –

- (a) Impede law enforcement or otherwise be contrary to the public interest.
- (b) Prejudice the commercial interests of any person, or
- (c) Prejudice fair competition between economic operators.

In ascertaining whether the commercial interests of any person could be prejudiced by any such disclosure, RCH Group shall apply the objective standards contained with the Freedom of Information (Scotland) Act 2002 relating to disclosure of commercial interests as supplemented by guidance issued by the Scottish Information Commissioner from time to time.

7.12 Standstill Period

In relation to any contract to which the Public Contracts (Scotland) Regulations 2015 apply:

In respect of procurements conducted by electronic means the Procurement Team shall allow a minimum standstill period of ten calendar days between the date of the notice of intent to award the contract and the issue of the final letter of contract award. Where the last day of the period is not a working day, the relevant period must be extended to include the next working day.

7.13 Freedom of Information

The Freedom of Information (Scotland) Act 2002 (FOISA) and the Environmental Information (Scotland) Regulations 2004 (EIR) place a general obligation on Scottish Public Authorities to allow the public access to information that they hold.

The Act requires Scottish public authorities to produce and maintain a publication scheme, which is a standardised suite of information which is made available to the public via the RCH Group website. There are nine classes of information referred to within the publication scheme, with class six 'How we procure goods and services from external providers' relating to Procurement.

To comply with the Act, the following procurement information is available to anyone via the RCH Group website:

- A list of each supplier and contractor used by RCH Group.
- The Contracts Register.
- The Contract Procedure Rules.
- The Procurement Strategy.
- The Annual Procurement Report(s).
- A link to RCH Group Buyer Profile on Public Contracts Scotland.
- Information in relation to RCH Group use of external frameworks

As well as this standard information, that is published as a matter of course, RCH Group procurement processes may be subject to specific FOISA requests. Any FOISA request received must immediately be reported to RCH Group Data Protection Officer, who will ensure any response provided is done so in compliance with the RCH Group Freedom of Information Policy.

7.14 General Data Protection Regulations

RCH Group has a duty to ensure that both ourselves and our suppliers comply with the General Data Protection Regulations (GDPR). GDPR concerns arise where, to service a contract, an external supplier requires access to personal data, e.g., tenants' names, addresses contact details.

Where RCH Group procures goods or services that will involve the sharing of data in connections with the contract for those goods or services which falls under the scope of GDPR, a bespoke GDPR checklist must be completed by each company that wishes to be considered for the contract. The checklist addresses how they will ensure that they keep the data secure and will guard against any breaches of the regulations.

Only bidders who are adjudged to have stringent enough controls in place to ensure the security of the data may be awarded a contract from RCH Group.

To identify those contracts where GDPR may be a factor, the procurement specification form now includes a separate GDPR section that must be completed by each Lead Officer. The form captures the specific information that is required to be shared; the reasons why the data requires to be shared; and what the supplier's responsibilities are in relation to the data. Support and guidance on completing this section of the form should be obtained by the Lead Officer from RCH Group GDPR Project Lead.

RCH Group standard contract terms and conditions have been revised and updated by our Legal Team to ensure they reflect all legislative requirements, and best practice in relation to GDPR.

8. Contract Performance

8.1 Contract Management

It is imperative that all RCH Group contracts are managed properly by the relevant lead officer to ensure that the suppliers and contractors who are working with us are providing the level of service stated, at the prices agreed, within their tender response.

As part of the tender process, where relevant, the Procurement Officer in conjunction with the lead officer for the contract, will formulate contract specific Key Performance Indicators (KPI's) that require to be met by the successful company.

The successful company requires to provide the lead officer with a monthly report detailing their KPI performance on the contract for the previous month (as per agreed terms and conditions). The information provided should be checked and verified by the lead officer to ensure its accuracy.

The Procurement Team provide all lead officers with a monthly contract management document to record supplier performance on an on-going basis. It is a mandatory requirement that lead officers complete their respective contract management sheet by the 10th of each month. Where contracts do not contain specific KPI's, general information about their performance must be provided.

Where a contractor is not performing to the requisite standard, steps should be taken by the lead officer to support them to improve their performance to the level required. The steps taken must be recorded within the monthly contract management sheet. Where the supplier continues to underperform, the lead officer must contact the Legal Team who will begin formal contractual sanctions against the supplier.

If the lead officer is considering a variation to an existing contract – for example, to extend the term of the contract or to provide for additional works or services thereunder, any such variation must be reviewed and approved by the RCH Legal Team in writing before it is made or agreed.

The Procurement Team submit a report to the Senior Leadership Team each month providing them with a snapshot of all contract management activity across the business for their information and action.

8.2 Termination of contracts

RCH Group must ensure that every contract or framework which it awards contains provisions enabling RCH Group to terminate the contract or framework where –

- a) the contract or framework has been subject to a substantial modification which would have required a new procurement procedure.
- b) the contractor, at the time of contract award, should have been excluded on mandatory grounds.
- c) the contract or framework should not have been awarded to the contractor in view of a serious infringement of the PCSR 2015 regulations.

If RCH Group are considering whether to terminate a contract, the Legal Team require to be involved in all circumstances. This is to ensure specific procedures are followed and the reason for termination is legally sound.

If RCH Group wish to terminate a contract, the relevant Director shall ensure that the Standing Orders, Delegations & Governance Code is complied with.

The Group Services Director will report any contracts terminated to the Audit and Risk Committee

8.3 Law and Jurisdiction

Except where otherwise agreed by the RCH Group Legal Team (in conjunction with the Group Services Director), every contract entered by RCH Group shall be in writing and shall be subject to Scots law and shall be subject to the jurisdiction of the Scottish courts.

9. Strategic Matters

9.1 Procurement Strategy

Having regard to the Scottish Ministers' Guidance under the Procurement Reform (Scotland) Act 2014, the Group Service Director shall produce a procurement strategy conforming to the said guidance document to the Audit and Risk Committee for approval. This strategy will be subject to review on at least a 3 year cycle.

9.2 Compliance with Strategy

The Group Services Director shall provide appropriate support for each Directorate to ensure that RCH Group Regulated Procurement in relation to any financial year, is carried out in accordance with its Procurement Strategy.

9.3 Annual Procurement Reports

Where the value of the regulated procurement activity across the business exceeds £5m within a financial year, the Group Services Director shall prepare and publish an annual procurement report. In preparing the annual procurement report, the Group Services Director shall have regard to the Ministerial Guidance on the Procurement Reform (Scotland) Act published in March 2016.

9.4 Contracts Register

The Group Services Director shall keep and maintain a register of contracts entered by RCH Group (a "contracts register"). The contracts that RCH Group must register (by law) are all regulated contracts – i.e., all goods and services contracts above £50k in value and all works contracts above £4,000,000 in

value. RCH Group may voluntarily register lower value contracts on its contracts register.

9.5 Publication of Documents

The Group Services Director shall publish on RCH Group corporate website, to make available to the public–

- (a) The procurement strategy.
- (b) Any revised strategy prepared by RCH Group in accordance with applicable legislation,
- (c) The annual procurement report.

On publishing any document referred to above, the Group Services Director must notify the Scottish Ministers (as required by law).

10. Equality, Diversity and Inclusion

10.1 RCH Group will apply this policy fairly and consistently. In implementing this policy, we will not directly or indirectly discriminate against any person or Group of people because of their race, religion or belief, gender, disability, age, sexual orientation, or any other grounds. Our commitment to equality and fairness will apply irrespective of factors such as age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, religion or belief, sex, sexual orientation, or other personal attributes.

11. Review

11.1 This policy will be reviewed in its entirety every 3 years, unless an earlier review is required due to changes in legal, regulatory or best practice requirements, or because monitoring and reporting reveals that a change in policy is required sooner.

Appendix 1 – Threshold Values

The Public Contracts (Scotland) Regulations 2015

Supplies and services

Threshold - £173,100 (ex VAT)

Works

Threshold - £4,327,500 (ex VAT)

Light touch regime for services

Threshold - £552,950 (ex VAT)

The Procurement Reform (Scotland) Act 2014

Supplies and services

Threshold - £50,000 (ex VAT)

Works

Threshold - £2,000,000 (ex VAT)