**Applicable to Route 3 – Procurement Journey**

**EU Regulated - mini competition - successful - with standstill**

This template is for use in EU-regulated procurement processes starting on or after 18 April 2016

It is not a requirement to notify tenderers which are unsuccessful in a mini-competition or when a contract is awarded under a dynamic purchasing system of the decision in relation to the contract however it can be considered good practice.

Public bodies do not have to follow the standstill rules when awarding a call-off contract under a framework agreement. However, where an EU-regulated contract is awarded by mini-competition, following the standstill rules on a voluntary basis (including summary reasons) can protect the contract from ineffectiveness, if challenged in court.

This should be used for OJEU value contracts.

I refer to your mini competition submission dated **[insert date]** in respect of **[insert title of contract]**. We have now completed our evaluation of all the tenders received in response to the **[mini-competition/invitation to tender]** for this contract in accordance with our previously published evaluation criteria, and your tender has been found to be the most economically advantageous tender on the basis of the best price-quality ratio.

***[The table below shows the individual scores given against the published criteria in respect of your submission].***

|  |  |  |
| --- | --- | --- |
| **PUBLISHED EVALUATION CRITERIA** | ***WEIGHTING*** | ***YOUR SCORE*** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| **OVERALL SCORE** |  |

We intend to observe a ‘standstill period’, during which we must refrain from entering into the contract with you. For the purpose of this contract the standstill period shall run for a period of **[refer to the note below on standstill period for number of days]** days commencing the day after the date that this letter is despatched to you and is anticipated to end on **[insert date]**.

**[Draft Note: Section 86 of the Public Contracts (Scotland) Regulations 2015 provide specific detail on standstill periods.**

**Under this section, where notice is sent to all economic operators by facsimile or electronic means, the standstill period is a period of 10 days ending at midnight at the end of the 10th day after that on which the last notice is sent.**

**Where the notice is sent to any economic operators only by other means, the standstill period is a period of 15 days at midnight at the end of the 15th day after that on which the last invoice is sent. ]**

As soon as possible after the expiry of the standstill period, unless court proceedings are served on **[insert the contracting authority]** prohibiting (by virtue of regulation 89(1) of the Public Contracts (Scotland) Regulations 2015) the entering into of the contract or **[insert the contracting authority]** considers that it would be unlawful to award the contract to you (e.g. in the case of discovering a procedural or arithmetical error), it is intended to award the contract to you.

The remedies that may be awarded by the courts before the contract has been entered **into include the setting aside of the decision to award the contract to you.**

You will be notified in writing upon the commencement of any such proceedings or of any other circumstances which may prevent or delay contract award. **[insert Contracting authority]** will have no liability to you in the event of delay or non-award.

This letter does not and is not intended to have contractual effect and no action should be taken by your company at this time in respect of this contract. **[insert Contracting authority]** accepts no responsibility or liability for any actions which you may take based on the information detailed in this letter. Any such actions and their financial consequences will be entirely at your own risk.

I would be grateful for your written acknowledgement that you have received, and understood the contents of, this letter.