**This is applicable to The Procurement Journey -** [**Route 2**](https://www.procurementjourney.scot/route-2/route-2-introduction)

**Regulated - Letter informing successful tenderer of the contract award decision (award letter) no standstill**

This template is for use in regulated procurements, as defined in the [Procurement Reform (Scotland) Act 2014](http://www.legislation.gov.uk/asp/2014/12/section/2), which are between £50k and the [Public Contracts (Scotland) Regulations 2015](https://www.legislation.gov.uk/ssi/2015/446/regulation/5/made) threshold for goods and services.

Under section 32(4) of the Procurement Reform (Scotland) Act 2014, we are required to provide unsuccessful tenderers with reasons for the decision. While this is not required for successful candidates we would consider it to be best practice to do so.

I refer to your tender submission dated **[insert date]** in respect of **[insert title of contract]**. We have now completed our evaluation of all tenders received for this contract in accordance with our previously published evaluation criteria, and your tender has been found to offer 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** |  |

As required by section 32(4) – (5) of the Procurement Reform (Scotland) Act 2014, after the contract evaluation process is complete we are required to provide information regarding the outcome of the evaluation process to all unsuccessful tenderers that registered an interest in bidding for the contract.

It is intended to award the contract to you as soon as possible.  **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.**

This letter is 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.

We can enter into the contract unless court proceedings are served on **[insert the contracting authority]** suspending (by virtue of section 39(1) – (3) and section 37(1) – (3) of the Procurement Reform (Scotland) Act 2014) 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).

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.  **Once the contract has been entered into under section 39(5) of the Procurement Reform Act 2014, the only remedy available to the court is to award damages for loss or damage suffered.**

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