**This is applicable to The Procurement Journey -** [**Route 3**](https://www.procurementjourney.scot/route-3/route-3-introduction)

**Regulated - letter informing successful tenderer of the contract award decision - with standstill**

This template is for use in regulated procurements, as defined in the  [Public Contracts (Scotland) Regulations 2015](https://www.legislation.gov.uk/ssi/2015/446/regulation/5/made) for goods and services.

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 be the most economically advantageous tender on the basis of 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 regulation 85(2) of The Public Contracts (Scotland) Regulations 2015, after the contract evaluation process is complete we are required to provide information regarding the outcome of the evaluation process to all candidates and tenderers that registered an interest in bidding for the contract.

We are also required by regulation 86 of The Public Contracts (Scotland) Regulations 2015, at this stage, to observe what is known as the ‘standstill period’ – during which we must refrain from entering into contract with you. For the purposes 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 notice is sent.**

The consequences of a breach of the standstill period by **[insert the contracting authority]** would be that a complainer could seek the shortening of the duration of the contract or, if they could demonstrate other breaches of the 2015 Regulations, an ineffectiveness order in relation to the contract.

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 2015 Regulations) 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 the contracting authority]** will have no liability to you in the event of delay or non-award.  **Once the contract has been entered into there is a limited possibility that the special penalties referred to above might be imposed in relation to the contract, where the grounds for the imposition of such penalties can be established.**

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 the 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.