

**STANDARD LETTER INFORMING SUCCESSFUL TENDERER OF THE
CONTRACT AWARD DECISION (ABOVE OJEU THRESHOLD)**

We refer to your tender submission dated [insert date] in respect of [insert contract description]. 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 (*Draft Note:* Rewording will be required if lowest price award criterion used). The table below shows the individual scores given against the published criteria in respect of your submission.

AWARD CRITERIA	WEIGHTING	YOUR SCORE
OVERALL SCORE		

As required by regulation 32(2) of the Public Contracts (Scotland) Regulations 2006 (SSI 2006/1, as amended), after the contract evaluation process is complete we are required to provide information regarding the outcome of the evaluation process to certain bodies that registered an interest in bidding for the contract. (*Draft Note:* Rewording will be required to include the Utilities Contracts (Scotland) Regulations 2006 (SSI 2006/2, as amended), where the Council is acting as a Harbour Authority) We are also required, 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 [x] days commencing the day after the date that this letter is despatched to you by email. (*Draft Note:* Rewording will be required if letter is sent other than by email. Also, the Council must ensure that standstill period is a minimum of 10 calendar days from day after date of despatch if the letter is sent to all recipients by email or fax or 15 calendar days from day after date of despatch if the letter is sent to any recipients only by other means).

The consequences of a breach of the standstill period by Orkney Islands Council would be that a complainer could seek the shortening of the duration of the contract or, if they could demonstrate other breaches of the 2006 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 Orkney Islands Council prohibiting (by virtue of regulation 47(10) of the 2006 Regulations) the entering into of the contract or Orkney Islands Council 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. Orkney Islands Council 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 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. Orkney Islands Council 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 would be grateful for your written acknowledgement that you have received, and understood the contents of this letter.