



**FURTHER COMPETITION FOR
GEOSPATIAL ANALYTICS AND REMOTE
MONITORING SERVICE (GAS)**

**itt_80667 UNDER RM6235: SPACE-ENABLED AND
GEOSPATIAL SERVICES DPS**

Contents

1.	GLOSSARY	3
2.	INTRODUCTION	3
3.	OVERVIEW OF INVITATION TO TENDER	3
4.	FURTHER COMPETITION TIMETABLE	4
5.	QUESTIONS AND CLARIFICATIONS	5
6.	SUBMITTING A TENDER	6
7.	TENDER EVALUATION	6
	ANNEX 1 –TERMS OF THE FURTHER COMPETITION	7
1.	INTRODUCTION	7
2.	CONDUCT	7
3.	COMPLIANCE	8
4.	RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION	8

1. GLOSSARY

- 1.1. In this document the following words and phrases have the following meanings:
- 1.2. **“Assessment Methodology”** means the methodology in Appendix A to this document that the Buyer will use to identify the Supplier for this Order Contract;
- 1.3. **“Buyer”** means Rural Payments Agency;
- 1.4. **“CCS”** means Crown Commercial Service;
- 1.5. **“eSourcing Portal”** means the portal located at <https://crowncommercialservice.bravosolution.co.uk/>;
- 1.6. **“Further Competition”** means the process used to establish an Order Contract that facilitates the provision of a geospatial analytics and remote monitoring service;
- 1.7. **“Invitation to Tender”** or **“ITT”** means this document and all related documents published by the Buyer in relation to this Further Competition;
- 1.8. **“Order Contract”** has the meaning set out in Joint Schedule 1 (Definitions);
- 1.9. **“Supplier”** means the Tenderer with whom the Buyer has concluded the Order Contract;
- 1.10. **“Tender”** means the Tenderer’s formal offer in response to the ITT;
- 1.11. **“Tender Clarification Deadline”** means the time and date set out in paragraph 4 for the latest submission of clarification questions;
- 1.12. **“Tender Submission Deadline”** means the time and date set out in paragraph 4 for the latest submission of Tenders;
- 1.13. **“Tenderer”** means a company that is eligible to submit a Tender in response to the ITT.

2. INTRODUCTION

- 2.1. This ITT relates to the Further Competition to award an Order Contract to a sole Supplier.
- 2.2. This ITT contains the information and instructions the Tenderer needs to submit a Tender.
- 2.3. This Further Competition is being conducted under the CCS Space-Enabled and Geospatial Services Dynamic Purchasing System (DPS) (reference RM6235).

3. OVERVIEW OF INVITATION TO TENDER

- 3.1. The following annexes and appendices accompany this ITT:
 - 3.1.1. Annex A – Terms of the Further Competition
Sets out the Terms of the Further Competition, which regulate the conduct of the Tenderer and the Buyer throughout the Further Competition.
 - 3.1.2. Appendix A – Response Instructions and Assessment Methodology
Sets out the instructions for responding to this ITT and how those responses will be assessed in order to determine a Supplier.
 - 3.1.3. Appendix B – Pricing Schedule
The template required to be completed by Tenderers in order to submit a financial response to this ITT.
 - 3.1.4. Appendix C – Form of Tender

The template required to be completed by Tenderers declaring their eligibility to submit a Tender in response to this ITT.

3.1.5. Appendix D – Order Contract schedules

The following schedules are included in this ITT:

- Core Terms.
- DPS Schedule 6 (Order form template and order schedules).
- Joint Schedule 1 (Definitions).
- Joint Schedule 1 Appendix 1 (Project Specific Definitions).
- Joint Schedule 2 (Variation Form).
- Joint Schedule 3 (Insurance Requirements).
- Joint Schedule 4 (Commercially Sensitive Information).
- Joint Schedule 5 (Corporate Social Responsibility).
- Joint Schedule 6 (Key Subcontractors).
- Joint Schedule 7 (Financial Difficulties).
- Joint Schedule 10 (Rectification Plan).
- Joint Schedule 11 (Processing Data).
- Order Schedule 1 (Transparency Reports).
- Order Schedule 2 (Staff Transfer).
- Order Schedule 3 (Continuous Improvement).
- Order Schedule 4 (Order Tender).
- Order Schedule 5 (Pricing Details).
- Order Schedule 6 (ICT Services).
- Order Schedule 7 (Key Supplier Staff).
- Order Schedule 8 (Business Continuity and Disaster Recovery).
- Order Schedule 9 (Security).
- Order Schedule 10 (Exit Management).
- Order Schedule 12 (Clustering).
- Order Schedule 13 (Implementation Plan and Testing).
- Order Schedule 14 (Service Levels).
- Order Schedule 15 (Order Contract Management).
- Order Schedule 20 (Order Specification).

4. FURTHER COMPETITION TIMETABLE

- 4.1. The timetable for this Further Competition is set out in the table below.
- 4.2. The Buyer may change this timetable at any time. Tenderers will be informed if changes to this timetable are necessary.
- 4.3. The Buyer must receive all Tenders before the Tender Submission Deadline.

- 4.4. Tenders after the Tender Submission Deadline may be rejected by the Buyer to ensure that all Tenderers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Buyer's discretion.

Date	Activity
Monday 27 th January 2025	Publication of the ITT
Monday 27 th January 2025	Clarification period starts
Tuesday 4 th February 2025 13:00 – 15:00	Briefing event ¹
Friday 21 st February 2025 12:00	Registration starts for Clarification Clinics
Friday 28 th February 2025 17:00	Clarification period closes (" Tender Clarification Deadline ")
Tuesday 4 th March 2025 10:00	Deadline for the publication of responses to clarification questions
Tuesday 11 th March 2025 10:00	Deadline for submission of a Tender (" Tender Submission Deadline ")
Monday 5 th May 2025	Start date of 10-day Standstill period
Monday 19 th May 2025	Expected commencement date for the Order Contract

5. QUESTIONS AND CLARIFICATIONS

- 5.1. Tenderers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline. Where a Tenderer believes their clarification to be confidential, Tenderers can ask that the clarification query and answer is treated as confidential. The Buyer reserves the right at its own discretion to circulate the question and answer to all other Tenderers if it deems that the question and the answer is not confidential.
- 5.2. To ensure that all Tenderers have equal access to information regarding this Further Competition, the Buyer will publish all its responses to questions raised by Tenderers on an anonymous basis.
- 5.3. Responses will be published in a questions and answers document to all Tenderers on the CCS Space-Enabled and Geospatial Services Dynamic Purchasing System (reference RM6235).
- 5.4. The Buyer has identified certain operational, technical, and commercial information that Tenderers may wish to access as part of this Further Competition as part of their due diligence (the "**Due Diligence Information**"). To enable this, the Buyer has established an electronic repository for these documents (the "**Data Room**"). The Buyer may add to the Data Room additional Due Diligence Information which Tenderers may find helpful during this Further Competition and shall notify Tenderers of any such additions. It will be the sole responsibility of

¹ Please register for this event by visiting <https://events.teams.microsoft.com/event/38e101d8-7d53-44c9-b286-0342c85e6c1e@770a2450-0227-4c62-90c7-4e38537f1102>

Tenderers to continually check the Data Room to keep fully apprised of additional Due Diligence Information uploaded on to it during the Further Competition.

- 5.5. The Buyer is offering clarificatory sessions with individual Tenderers (**“Clarification Clinics”**) for 45 minutes per session per Tenderer, aimed to helping Tenderers refine final aspects of their Tender prior to the Tender Submission Deadline. Clarification Clinics will be fulfilled on a “first come, first served” basis. Questions and answers arising from Clarification Clinics will be published in accordance with paragraph 5.1, 5.2 and 5.3.

6. SUBMITTING A TENDER

- 6.1. Tenderers should follow the instructions in Appendix A to submit a Tender.

7. TENDER EVALUATION

- 7.1. Tenders will be evaluated in line with the Assessment Methodology.

ANNEX 1 –TERMS OF THE FURTHER COMPETITION

1. INTRODUCTION

- 1.1. The terms of the Further Competition regulate the conduct of the Tenderer and the Buyer throughout the Further Competition. These terms also grant the Buyer specific rights and limit its liability.
- 1.2. In these terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.
- 1.3. If the Tenderer breaches any of the terms of the Further Competition, the Buyer may (without prejudice to any other criminal or civil remedies available to it) disqualify the Tenderer from further participation in the Further Competition

2. CONDUCT

- 2.1. The Tenderer agrees to abide by these Further Competition terms and any instructions given in the ITT and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

2.1.1. Contact and Canvassing During the Further Competition

- 2.1.1.1. The Tenderer must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition. Any attempt to do so may result in the Tenderer's disqualification from this Further Competition.

2.1.2. Collusive Behaviour

- 2.1.2.1. The Tenderer must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its group do not):
 - 2.1.2.1.1. fix or adjust any element of the Tender by agreement or arrangement with any other person;
 - 2.1.2.1.2. communicate with any person other than the Buyer about the value, price or rates set out in the Tender, or information which would enable the precise or approximate value, price or rates to be calculated by any other person;
 - 2.1.2.1.3. enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;
 - 2.1.2.1.4. share, permit or disclose to another person access to any information relating to the Tender (or another Tender to which it is party) with any other person;
 - 2.1.2.1.5. offer or agree to pay, give or does pay, give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person, for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,
 - 2.1.2.1.6. except where such prohibited acts are undertaken with persons who are also participants in the Tenderer's Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

- 2.1.2.2. The Buyer may require the Tenderer to put in place any procedures or undertake any such action(s) that the Buyer in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

2.1.3. Conflicts of interest

- 2.1.3.1. The concept of a conflict of interest includes any situation where relevant staff members of an organisation involved in this Further Competition 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 Further Competition and/or affect the integrity of the award of an Order Contract.
- 2.1.3.2. Where there is any indication that a conflict of interest or potential conflict of interest between a Tenderer, its advisers, the Buyer, or the Buyer's advisers or any combination thereof arises or may arise it will be the responsibility of the Tenderer to inform the Buyer immediately via the eSourcing Portal setting out the conflict or potential conflict in detail together with the measures taken and/or to be put in place to prevent, identify and/or remedy any conflict or potential conflict of interest. In such circumstances, the Buyer will be the final arbiter on issues of conflict or potential conflicts of interest and, in cases where the actual or potential conflict of interest cannot (in the Buyer's opinion) be effectively remedied, the Buyer may disqualify the relevant Tenderer from the Further Competition. If the Buyer becomes aware of any conflict of interest that the Tenderer has not declared to the Buyer, the Tenderer may be disqualified from the Further Competition.

3. COMPLIANCE

- 3.1. The Tenderer agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the ITT (e.g. budget, terms and conditions) they will be excluded from the Further Competition.
- 3.2. For the avoidance of doubt, the Order Contract issued as part of the ITT is final and non-negotiable, and therefore Tenders must be compiled and submitted on this basis. As such, Tenderers are not permitted to submit any amendments to the Order Contract as part of their Tender.
- 3.3. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Tender equivocal.

4. RIGHT TO CANCEL OR VARY THE FURTHER COMPETITION

- 4.1. The Buyer reserves the right:
- 4.1.1. to amend, clarify, add to or withdraw all or any part of the ITT at any time during the Further Competition;
 - 4.1.2. to vary any timetable or deadlines set out in the ITT;
 - 4.1.3. not to conclude an Order Contract for some or all of the goods and/or services (as applicable) for which Tenders are invited;
 - 4.1.4. to cancel all or part of the Further Competition at any stage at any time.
- 4.2. The Tenderer accepts and acknowledges that by issuing ITT, the Buyer is not bound to accept a Tender or obliged to conclude an Order Contract with the Tenderer at all.