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Contract

## **ID 4942881 - DAERA - ASD - Satellite Imagery Acquisition for Control with Remote Sensing**

Department of Agriculture, Environment and Rural Affairs DAERA

F03: Contract award notice

Notice identifier: 2024/S 000-013189

Procurement identifier (OCID): ocds-h6vhtk-043758

Published 23 April 2024, 3:54pm

### **Section I: Contracting authority**

#### **I.1) Name and addresses**

Department of Agriculture, Environment and Rural Affairs DAERA

303 Airport Road West

BELFAST

BT3 9ED

#### **Contact**

SSDAdmin.CPDfinance-ni.gov.uk

#### **Email**

[SSDAdmin.CPD@finance-ni.gov.uk](mailto:SSDAdmin.CPD@finance-ni.gov.uk)

#### **Country**

United Kingdom

#### **Region code**

UK - United Kingdom

**Internet address(es)**

Main address

<https://www.daera-ni.gov.uk/>

Buyer's address

<https://www.finance-ni.gov.uk/topics/procurement>

**I.2) Information about joint procurement**

The contract is awarded by a central purchasing body

**I.4) Type of the contracting authority**

Body governed by public law

**I.5) Main activity**

Environment

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## Section II: Object

### II.1) Scope of the procurement

#### II.1.1) Title

ID 4942881 - DAERA - ASD - Satellite Imagery Acquisition for Control with Remote Sensing

Reference number

4942881

#### II.1.2) Main CPV code

- 72000000 - IT services: consulting, software development, Internet and support

#### II.1.3) Type of contract

Services

#### II.1.4) Short description

The Department of Agriculture, Environment and Rural Affairs (DAERA) requires an Imagery provider (The Supplier) for satellite imagery acquisition for use by an external CwRS Contractor in remote sensing techniques to ensure compliance and control for: 1. Environmental Farming Scheme (EFS) eligibility (Higher applications); and 2. Basic Payment Scheme (BPS) eligibility including Areas deemed as Commons. 3. LPIS QA Exercises 4. Future Farm Support and Development Programme. The Supplier must provide Satellite Imagery during two periods in each year of the contract, from spring through to summer. The Contract must commence by April 2024 to allow for imagery acquisition windows. Please see document entitled ID 4942881 - Specification for further information on the services required.

#### II.1.6) Information about lots

This contract is divided into lots: No

#### II.1.7) Total value of the procurement (excluding VAT)

Value excluding VAT: £480,000

### II.2) Description

#### II.2.2) Additional CPV code(s)

- 48000000 - Software package and information systems
- 35631200 - Observation satellites
- 72313000 - Data capture services
- 79961200 - Aerial photography services
- 73000000 - Research and development services and related consultancy services
- 73110000 - Research services
- 73200000 - Research and development consultancy services
- 73210000 - Research consultancy services
- 72212328 - Image-processing software development services
- 71700000 - Monitoring and control services
- 72212320 - Drawing and imaging software development services
- 72212300 - Document creation, drawing, imaging, scheduling and productivity software development services
- 35631100 - Communication satellites

### **II.2.3) Place of performance**

NUTS codes

- UKN - Northern Ireland

### **II.2.4) Description of the procurement**

The Department of Agriculture, Environment and Rural Affairs (DAERA) requires an Imagery provider (The Supplier) for satellite imagery acquisition for use by an external CwRS Contractor in remote sensing techniques to ensure compliance and control for: 1. Environmental Farming Scheme (EFS) eligibility (Higher applications); and 2. Basic Payment Scheme (BPS) eligibility including Areas deemed as Commons. 3. LPIS QA Exercises 4. Future Farm Support and Development Programme. The Supplier must provide Satellite Imagery during two periods in each year of the contract, from spring through to summer. The Contract must commence by April 2024 to allow for imagery acquisition windows. Please see document entitled ID 4942881 - Specification for for further information on the services required.

### **II.2.5) Award criteria**

Quality criterion - Name: Delivery of Service / Weighting: 21

Quality criterion - Name: Project Manager Experience / Weighting: 14

Quality criterion - Name: Quality Assurance Supervisor Experience / Weighting: 14

Quality criterion - Name: Contract Management and Business Continuity / Weighting: 10.5

Quality criterion - Name: Social Value / Weighting: 10.5

Price - Weighting: 30

### **II.2.11) Information about options**

Options: Yes

Description of options

This contract is for an initial period of 2 years. Following the initial contract period, there are 2 optional extensional periods of 1 year each.

### **II.2.13) Information about European Union Funds**

The procurement is related to a project and/or programme financed by European Union funds: No

### **II.2.14) Additional information**

The figure indicated in II.1.7 represents an estimated maximum contract value £480,000. This figure reflects the scale of the contract and takes into account potential optional extension periods and the uptake of services as detailed in the tender documents, including changes that may result from future operational requirements. The potential range of spend on this contract is between £180,300 and £480,000 however, this is a call off contract and there is no guarantee on the level of spend for this contract

## **Section IV. Procedure**

### **IV.1) Description**

#### **IV.1.1) Type of procedure**

Open procedure

#### **IV.1.8) Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: Yes

### **IV.2) Administrative information**

#### **IV.2.1) Previous publication concerning this procedure**

Notice number: [2024/S 000-003771](#)

#### **IV.2.9) Information about termination of call for competition in the form of a prior information notice**

The contracting authority will not award any further contracts based on the above prior information notice

## **Section V. Award of contract**

### **Contract No**

1

### **Title**

Contract

A contract/lot is awarded: Yes

### **V.2) Award of contract**

#### **V.2.1) Date of conclusion of the contract**

29 March 2024

#### **V.2.2) Information about tenders**

Number of tenders received: 1

Number of tenders received from SMEs: 0

Number of tenders received from tenderers from other EU Member States: 1

Number of tenders received from tenderers from non-EU Member States: 0

Number of tenders received by electronic means: 1

The contract has been awarded to a group of economic operators: No

#### **V.2.3) Name and address of the contractor**

CGG Services UK Ltd

Crompton Way, Manor Royal Estate

Crawley

RH10 9QN

Email

[laura.vigee@cgg.com](mailto:laura.vigee@cgg.com)

Country

France

NUTS code

- FR - France

Internet address

<https://etendersni.gov.uk/epps>

The contractor is an SME

No

**V.2.4) Information on value of contract/lot (excluding VAT)**

Initial estimated total value of the contract/lot: £480,000

Total value of the contract/lot: £480,000

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## Section VI. Complementary information

### VI.3) Additional information

Contract Monitoring. The successful contractor's performance on the contract will be regularly monitored in line with the tender documentation. Contractors not delivering on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance they will be given a specified time to improve. If, after the specified time, they still fail to reach satisfactory levels of contract performance, the matter will be escalated to senior management in CPD for further action. If this occurs and their performance still does not improve to satisfactory levels within the specified period, it may be regarded as an act of grave professional misconduct and they may be issued with a Notice of Unsatisfactory Performance and the contract may be terminated. The issue of a Notice of Unsatisfactory Performance can result in the Contractor being excluded from all procurement competitions being undertaken by Centres of Procurement Expertise on behalf of bodies covered by the Northern Ireland Procurement Policy for a period of three years from the date of issue.. . Insert appropriate reservations of rights and disclaimers of liability here consider - e.g.. . "The Authority expressly reserves the rights:. . (I). not to award any contract as a result of the procurement process commenced by publication of this notice;. (II). to make whatever changes it may see fit to the content and structure of the tendering Competition;. (III). to award (a) contract(s) in respect of any part(s) of the [services] covered by this notice; and. (IV). to award contract(s) in stages.. . and in no circumstances will the Authority be liable for any costs incurred by candidates.". . Also consider:. This project will be used to progress the Government's wider social, economic and environmental objectives.. . If this is a Framework Agreement consider:. The Framework Agreement is being let by Construction and Procurement Delivery on behalf of any public sector organisations requiring services in Northern Ireland including:- Government Departments; Agencies; Non-departmental Public Bodies; or other Contracting Authority (including subsidised bodies or other grant recipients). A list of potential organisations is included in the tender documents. This framework Agreement will be used to progress the Government's wider social, economic and environmental objectives)). . For CPN Competitions – Contract Notice:. . The Contracting Authority reserves the right: to hold additional rounds of negotiations with Economic Operators; to require the submission of any further or additional information or tender submissions; to award the Contract following the submission of initial tenders and/or to down-select Economic Operators following each round of negotiation(s). For the avoidance of doubt, final tenders will not be subject to any negotiation with the Contracting Authority (however, they may be subject to clarification, if required, at the Contracting Authority's absolute discretion). The Contracting Authority reserves the right: to reject any or all SQ or tender responses and to cancel or withdraw the procurement process at any stage; to award a contract without prior notice; to change the basis of, the procedure and the timescales set out or referred to in the procurement documents; to require an Economic Operator to

clarify its SQ or tender response in writing and/or provide additional information; to terminate the procurement process; and/or to amend the terms and conditions of the SQ or tender evaluation process or negotiation process. •The Contracting Authority does not bind itself to accept the lowest or any tender. •Economic Operators remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Economic Operator in connection with taking part in this procurement process, regardless of whether such costs arise as a consequence, directly or indirectly, of any amendments made to the procurement documents by the Contracting Authority at any time. No legally binding contract shall arise (and an Economic Operator shall have no legitimate expectation that a contract will be entered into) until such time as entry into the Contract has been confirmed by the Contracting Authority. Economic Operators should note that all dates, time periods and figures in relation to values and volumes specified in this notice and the procurement documents are approximate only and the Contracting Authority reserves the right to change any or all of them. .

## **VI.4) Procedures for review**

### **VI.4.1) Review body**

Insert: The UK does not have any such bodies with responsibility for appeal/mediation procedures. Instead; any challenges are dealt with by the High Court, Commercial Division, to which proceedings may be issued regarding alleged breaches of the PCR 2015 as amended.

Belfast

Country

United Kingdom

### **VI.4.3) Review procedure**

Precise information on deadline(s) for review procedures

CPD complied with the Public Contracts Regulations 2015 and incorporated a standstill period (i.e. a minimum of 10 calendar days) at the point information on the award of contract was communicated to tenderers. That notification provided full information on the award decision. This provided time for the unsuccessful tenderers to challenge the award decision before the contract was entered into.