

# RCloud Tasking Form – Part C: Task Response Form

TO BE COMPLETED BY THE BIDDER

## 1. Proposal

Registered Company Name	MBDA UK Limited
Registered Address	Six Hills Way Stevenage Herts SG1 2DA
Registered Company Number	3144919
Proposal Reference (attached)	1000168828
Proposed Task Start Date	01/02/2022
Proposed Task End Date	01/08/2022

## 2. Cost Proposal

### SUMMARY

TOTAL COST OF TASK	
Firm Price Quotation (ex VAT) – Core Activity Only	£106,012
Firm Price Quotation (ex VAT) – Including Options (if applicable)	£
OR	
Ascertained Cost (maximum price payable (ex VAT)) – Core Activity Only	£
Ascertained Cost (maximum price payable (ex VAT)) – Including Options (if applicable)	£

## COST BREAKDOWN

Please provide a full breakdown of all costs associated with this Task. Inserting additional rows into the Table below, as required

Please identify whether each row forms part of the Task core activity or is an optional item.

PROVISION FROM SERVICE	Hourly Rate	Quantity	Sub-Total	Core/Option
Manpower (insert rows below as appropriate)				
Each row should identify the relevant RCloud Role Description (as per the Pricing Matrix within the RCloud Portal) e.g. "Head or School or Director"				
Please identify each role, rates and number of hours. Hourly rate must be inclusive of profit and overhead. (Not to exceed the maximum rates stated in your Pricing Matrix within the R-Cloud Portal)				
Principal	Redacted under FOI Exemption	711	Redacted under FOI Exemption	Core
Practitioner	Redacted under FOI Exemption	82	Redacted under FOI Exemption	Core
Business Manager/Dept Manager	Redacted under FOI Exemption	37	Redacted under FOI Exemption	Core
Travel & Subsistence (Incl. UK Road Mileage, Accommodation)				Choose an item.
Transportation (provide detail)				Choose an item.
Range Facility (provide detail)				Choose an item.
Materials and Equipment (provide detailed list)		1	Redacted under FOI Exemption	Core
Other (provide supporting detail) <b>Risk</b> <b>This value is our System and Technical Risk generated by our internal pricing tool in accordance with internal risk management process and is considered an allowable cost under Firm price single source bid.</b>		1	Redacted under FOI Exemption	Core
PROVISION FROM SUBCONTRACTORS	Cost	Quantity	Sub-Total	Core/Option
Range Facility (provide detail)				Choose an item.
Manpower – identify Each Grade, rates and number of hours (based on your Rate Card)				Choose an item.
Travel & Subsistence (Incl. UK Road Mileage, Accommodation)				Choose an item.



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Transportation (provide detail)				Choose an item.
Range Facility (provide detail)				Choose an item.
Materials (provide detail)				Choose an item.
Other (provide detail)				Choose an item.

#### ADDITIONAL CHARGES

Handling Fee for sub-contracting in accordance with agreed rate				
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#### INFORMATION ONLY:

General Administration / Overheads in accordance with agreed rate				
Agreed Profit in accordance with agreed rate				

#### Assumptions and Dependencies (if applicable)

- Our proposal shall be contracted against **Redacted under FOI Exemption** The assumptions, exclusions and limitations contained within form part of this proposal and therefore should be read in conjunction with this Commercial Proposal.
- No hardware or software will be formally delivered to Dstl as part of this project.
- The optional uplift included in the Technical Proposal is not included in the Firm Price. In the event that the Authority wishes to consider that Option MBDA UK will require the Authority to send an RFQ.
- All Background Intellectual Property or PV Funded studies will be included in Limited Rights versions of the Deliverables only at the discretion of MBDA UK.
- MBDA UK will provide a Full and Limited Rights version of the Deliverables.
- All prices exclude VAT
- MBDA UK have included our G&A and Profit rate within the cost breakdown above. **Redacted under FOI Exemption**
- The rates we have utilised are aligned with the MBDA UK QMAC rate structure.
- Validity is until 30<sup>th</sup> January 2022.
- The Contract duration is T0 +6 months.
- The start date is expected to be 1<sup>st</sup> Feb 2022 until 1 August 2022.



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- Milestone Payment Plan proposed as follows: Deliverable D1 – Slides from Mid-Point Review T0 +4 months, 50%, Deliverable D2 – Final Report and Final Presentation Material T0 +6 months, 50%
- All deliverables shall be subject to the Intellectual Property Rights of Defcon 705 unless otherwise agreed between the Parties.
- This proposal has been made with the acknowledgement of MBDA UK of the current COVID-19 issue. MBDA UK do not currently envisage any issues with the delivery of this contract in light of the COVID-19 issue, however, in the event MBDA UK identify any issue relating to delivery as a result of COVID-19, MBDA UK assumes that the Parties will amend the scope of the contract, and this will be considered an excusable delay.
- MBDA propose the following limits of contractor liability;
  1. The Contractor's liability under or in relation to the contract shall be limited in respect of the following risks as set out below:
    - (a) loss of, or damage to, Issued Property - £0M;  
*This is on the basis MBDA will have no issued property from the Authority.*
    - (b) loss of, or damage to, Articles - £0M;  
*This is on the basis MBDA will have no issued property from the Authority.*
    - (c) Third Party Claims - £106K;  
*In line with Contract Value but can be justified with a risk assessment.*
    - (d) death, personal injury, or damage to property arising from maritime claims – £0M;  
*Not applicable to scope*
    - (e) default - £106K;  
*In line with Contract Value but can be justified with a risk assessment*
    - (f) negligence - £106K;  
*In line with Contract Value but can be justified with a risk assessment*
    - (g) consequential/indirect costs - £0M;  
*MBDA do not propose they are liable for any indirect or consequential costs in line with MOD Liability Policy*
    - (h) other - £0M;  
*Not applicable to scope*
  2. The Authority has agreed the above limitation[s] of the Contractor's liability based on the risk assessment and proposed risk mitigation activities provided by the Contractor and set out at Annex [x] of the contract.  
*MBDA can provide this upon request.*
  3. Nothing in this clause shall exclude or limit the Contractor's liability in respect of the following:
    - a) Any liability arising under or by reason of the Contractor's indemnities granted to the Authority set out in Clauses 7.2 – 7.4, 7.5, 7.11 and 7.15 of the RCloud Agreement and clause 22.1 of the Contract, as *applicable*



- b) *Death or personal injury.*
- c) *Fraud or fraudulent misrepresentation.*
- d) *Wilful misconduct.*

- MBDA UK assume that the Indemnity included in the 23.1.1 of R-Cloud Terms V4 will be included in the proposed Liability Cap at 23.4.

MBDA UK assume that 23.1.2 shall not apply.

**FOR THE AVOIDANCE OF DOUBT THE MBDA UK OFFER IS PREDACATED ON THE INDEMNITY AT 23.1.1 BEING CAPPED AND IT BEING RECORDED THAT 23.1.2 DOES NOT APPLY.**

**MBDA UK DO NOT ACCEPT UNLIMITED INDEMNITIES AND THIS IS LINE WITH MOD COMMERCIAL POLICY ON LIABILITIES**

- Please be advised that there will be no Suppliers used to perform this task.
- MBDA UK assumes a 30 working day acceptance period.

#### Milestone (M/S) Payment Notes:

- 1) Dstl will not make any form of Payment on Contract award.
- 2) M/S Payment cost to be qualified as Value for Money (VFM) justifiable charge.
- 3) Where Equipment is purchased in support of this Task, full payment will only be made following Contractor confirmed receipt of Equipment. If a deposit has to be paid at time of Contractor placing the Order, then this deposit payment, at the Authority's discretion, may be approved if supported by documentation as proof of Contractor payment.
- 4) For tasks of less than 6 month duration, M/S payments are at the discretion of the Authority.

### 3. Additional Information

3.1	Government Furnished Assets (GFA)
Please state below whether GFA is required from the Authority. If 'Yes', please provide a complete list. All GFA must be recorded in a formal list whilst in the possession of the Contractor.	
For any purchased materials which will become GFE, please provide the known pricing within section 2. Cost Proposal.	
GFA to be Issued - Choose an item.	
If 'yes' – add details below. If 'supplier to specify' or 'no,' delete all cells below.	
If 'Yes' – provide details here.	
GFX1	Redacted under Military Sensitive Information Exemption Required T0 +1 month
GFX2 – Agree targets for Phase II follow-on. Required T0 +5 months	





<b>3.2</b>	<b>Contractor's Personnel and Government Establishments</b>
If performance of the Contract requires access to the Authority's site(s) please confirm insurance is in place in accordance with the R-Cloud Agreement Terms and Conditions	
<b>Access Not Required</b>	
<b>3.3</b>	<b>Commercially Sensitive Information</b>
Is any Commercial Sensitive Information included within your proposal?	
<b>Yes</b>	
If 'Yes', please provide the following information:	
Description of Commercially Sensitive Information: <b>Financial/Background/Technical/IP</b>	
Cross Reference(s) to location of sensitive information in proposal: <b>Redacted under FOI Exemption</b>	
Explanation of Sensitivity: <b>MBDA UK has provided in confidence financial and commercially sensitive information which it considers proprietary and unauthorised disclosure to any third party would cause MBDA UK to suffer significant financial damage and harm from its release and could jeopardise our commercial standing, goodwill and reputation in the market place. This may also have an impact with other potential customers and competition processes if this information was to be disclosed</b>	
Details of potential harm resulting from disclosure: <b>Reputational damage or loss of competitive advantage.</b>	
Period of Confidence (if applicable): <b>In perpetuity</b>	
Contact Details for Transparency/Freedom of Information matters: Name: <b>Redacted under FOI Exemption</b> Position: <b>Future Systems Commercial Executive</b> Address: <b>MBDA UK Limited, Golf Course Lane, Bristol. BS34 7QS</b> Telephone Number: <b>Redacted under FOI Exemption</b> Email Address: <b>Redacted under FOI Exemption</b>	
<b>3.4</b>	<b>Security - Research Workers Process</b>
For Tasks where a Research Workers Form has been provided, please complete and return as per the process outlined in Part A (Task Overview). One form is required per Research Worker.	



Not Applicable in accordance with the Tasking Form.

**Please return the completed Tasking Response Form by via the RCloud Portal for the relevant task.**

**Acceptance by the Authority of the proposal to the bidder will be through the issue of an R-Cloud notification containing a purchase order number, which must be quoted on any relevant invoices.**

**The RCloud (version 4) Agreement Terms and Conditions shall apply<sup>1</sup>.**

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<sup>1</sup> [https://rcloud-v4.dstl.gov.uk/assets/documents/RCloud\\_Agreement\\_Terms\\_and\\_Conditions\\_v4.pdf](https://rcloud-v4.dstl.gov.uk/assets/documents/RCloud_Agreement_Terms_and_Conditions_v4.pdf)

