

## RCloud Tasking Form – Part A: Task Overview

### 1. Project Title and Return Deadline

Top Level Budget (TLB)	Defence, Science and Technology Laboratory (Dstl)
Title of Requirement	MBECM Design Additional Transforms and Publish Events
Requisition No.	RQ0000018204
Tasking Form Version	1.1
Deadline for Clarification Questions	N/A Awarded
Return Deadline	N/A Awarded

### 2. Primary Contact

Name	[Redacted] under FOIA exemption
E-mail Address	[Redacted] under FOIA exemption
Telephone Number	[Redacted] under FOIA exemption

### 3. Summary of Task Information

Key Dates / Contract Duration	Anticipated Start Date	28/04/2023
	Anticipated End Date	28/06/2024
Highest Security Classification <sup>1</sup>	Tasking Form (including supporting documentation)	[Redacted] under FOIA exemption
	Work to be undertaken:	[Redacted] under FOIA exemption
	Deliverables / Outputs:	[Redacted] under FOIA exemption
Pricing Mechanism	Firm	

<sup>1</sup> Further details of security classification and the full requirements can be found at the Gov.UK website at:  
[Redacted] under FOIA exemption

<b>Intellectual Property Rights (IPR)</b>	<p>R-Cloud Annex A IPR T&amp;C's apply.</p> <p>If any non-standard IP rights are required, this is set out in this tasking form, (Part B, section 1.6). See also Schedule 3, Annex A par 1.2, 12(d) and 12(g) of the RCloud Terms and Conditions.</p> <p>A Full Rights version is required for each deliverable (par 9). Document marking requirements are set out in this tasking form (par 17).</p> <p>All deliverable information is to be delivered in Full Rights version(s), except information that is clearly identified by the Supplier as being Background IP, and where the Authority agrees in writing that it can be delivered only in Limited Rights version(s).</p>
<b>Cyber Risk Level</b>	Low
<b>Cyber Risk Assessment (RA) Reference<sup>2</sup></b>	RAR-546393006
<b>Research Worker Forms</b>	Required
<b>Research Worker Form Process</b>	Attach to Tender

<b>Additional Terms and Conditions (if applicable)</b>
<p><b>1) <u>Tender Terms and Conditions</u></b></p> <p>“Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:</p> <ol style="list-style-type: none"> <li>contain any Russian/Belarusian products and / or services; and/or</li> <li>are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies: <ol style="list-style-type: none"> <li>registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and / or</li> <li>which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.</li> </ol> </li> </ol> <p>Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian/Belarusian products and/or services.</p> <p>Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.”</p> <p><b>2) <u>Requirement Terms and Conditions</u></b></p> <p>X.1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:</p> <ol style="list-style-type: none"> <li>the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or</li> </ol>

<sup>2</sup> If stated, a Cyber Risk Assessment (RA) must be completed by the successful bidder before a contract can be awarded. Further information can be found at [Redacted] under FOIA exemption

b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

- (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
- (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

X.2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

X.3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

X.4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

### **3) Plastic Packaging Tax**

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

#### 4) “White Board” Options Condition (Section 1.3 of Task Form Part B):

- a) Further to the Research and Development Services detailed in Section 1.2 of Task Form Part B, the Contractor hereby grants to the Authority the irrevocable “white board” options detailed at Section 1.3 of Task Form Part B to undertake additional Research and Development Services in accordance with the terms and conditions set out in R-Cloud V4 and this Task Form, it being agreed that the Authority has no obligation to exercise such options. These options are unpriced.
- b) The Authority shall have the right to exercise any of the “white board” options detailed at Section 1.3 of Task Form Part B by no later than the final completion date of this task. Should the Authority wish to exercise any of the “white board” options detailed at Section 1.3 of Task Form Part B, Dstl Commercial Services will request a priced quotation from the Contractor for the specific “white board” option.
- c) Should the Authority exercise the “white board” option, Dstl Commercial Services and the Contractor shall jointly agree dates for completion of Deliverables. Following agreement, Dstl Commercial Services will issue a formal Task Amendment.
- d) The Authority shall not be obliged to exercise the option.

The Authority proposes to include a maximum Limit of Liability (LoL) of £400K for additional work to be provided under the contract, via a tasking mechanism for White Board Options.

The scope of these White Board Options may include, but is not limited to:

1. Per Additional Transform – [Redacted] under FOIA exemption

[Redacted] under FOIA exemption

2. Multiple SDR's – [Redacted] under FOIA exemption

[Redacted] under FOIA exemption

## 4. Supporting Documentation

<b>Supporting documents</b>	<b>All supporting documentation will be published in the RCloud Portal, unless otherwise stated below.</b>
<b>Statement of Requirement</b>	See the RCloud Portal or email attachment
<b>Security Aspects Letter</b>	See the RCloud Portal or email attachment
<b>Research Worker Form</b>	See the RCloud Portal or email attachment
<b>SAQ Form Low Cyber Risk Profile</b>	See the RCloud Portal or email attachment

## **ANNEX 1: SPECIAL NOTES AND INSTRUCTIONS TO TENDERERS**

The contents of the RCloud Tasking Form and subsequent instructions must not be disclosed to unauthorised persons and must be used only for the purposes of responding.

In addition to the R-Cloud Agreement Terms and Conditions and R-Cloud Tasking Form, the following shall also apply:

### **1. Submission of the proposal**

- 1.1 Your proposal should be returned via R-Cloud Portal, ensuring individual documents are uploaded to the coherent area of R-Cloud, unless otherwise agreed with the Authority in writing.
- 1.3 Documents should arrive no later than the date stated at Part A (Section 1). Any responses after this time may not be considered for assessment.
- 1.4 As part of the Tenderers response:
  - Tenderers are required to provide a full breakdown of the prices proposed for the requirement as per the SOR, utilising the rates which are to be used under RCloud .(version 4)
  - The Tenderer must clearly state in the response any Third Party or Company owned background Intellectual Property (IP) that is proposed to be used in undertaking this task.
  - The Authority reserves the right to reject any proposal which includes Background IP, or 3rd party IP in the deliverables where that IP may need to be withheld and therefore limiting the Authorities ability to exploit the deliverables.
  - The Tenderers response must detail the proposed split between Contractor, partners and sub-Contractors (if applicable) in terms of both effort and finance (percentage and value).
  - Technical and commercial proposals must be separated into 2 individual documents, ensuring there are no commercial elements contained within technical responses.

### **2. Communication and Clarification**

- 2.1 All communications including approaches for technical and commercial information and clarification must be made via the Task Primary Contact (as identified at Part A (Section 2)).
- 2.2 Responses to clarification questions will be answered in writing as soon as practicable after receipt.
- 2.3 The Authority may wish to seek, where appropriate, further clarification of the proposal, including technical expertise in the form of a written response, presentation and/or Contractor visit.

### **3. Evaluation Process**

- 3.1 The proposal will be assessed for commercial compliance using the criteria set out in Part B of the Tasking Form.
- 3.2 The proposal will be individually reviewed by a Technical Evaluation Panel using the technical evaluation criteria and marking scheme set out in Annex C to the Tasking Form.

### **4. Task Timetable**

- 4.1 All dates associated with this Task may be subject to change, any changes will be communicated using the notification process in the RCloud Portal.

### **5. Disclaimer**

- 5.1 The placing of any contract will depend upon consideration of the proposal received and the Authority reserves the right, if necessary, not to place any contract as a result of this Task. Any expenses incurred by the bidder during the Tasking Procedure will remain the liability of the bidder.

- 5.2 Whilst every care has been taken to ensure that the data and information contained within this Tasking Form is valid, the Authority does not warrant the accuracy of the information and data contained therein. At any time prior to the deadline for receipt, the Authority may amend the Task documents. Any such amendment will be notified via the RCloud Portal. In order to provide reasonable time in which to take the amendment into account in preparing your proposal. The Authority may, at its discretion, extend the deadline for receipt.

## ANNEX 2: MARKING REQUIREMENTS FOR DELIVERABLES COMPRISING TECHNICAL INFORMATION

The table below sets out the required markings for the front page of all deliverable reports, presentations and other deliverable documents. This is in addition to ending the document with the [Redacted] under FOIA exemption and other requirements set out in the [Redacted] under FOIA exemption. For software and data files, the text should be included in a licence.txt file in a top level folder alongside those files.

Please also refer to Schedule 3, Annex A (IPR Terms) of the RCloud Agreement Terms and Conditions.

Markings required for Full Rights version	Markings required for Limited Rights version
<p><b>Conditions Of Supply – Full Rights</b></p> <p>This document is supplied in confidence to the Authority in accordance with Contract Ref [ABC/1234, task XYZ/9876]. (See Note 1) The document comprises information proprietary to [Supplier name(s)] and whose unauthorised disclosure may cause damage to the interests of [Supplier name(s)]. (see note 2)</p> <p>The document is supplied to MOD as a <b>FULL RIGHTS VERSION</b> and, except with the prior written permission of [Supplier name(s)], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Supplier name(s)] Account Manager. (see note 3)</p> <p>The Authority, for the purposes of clause 12 of Schedule 3, Annex A of the RCloud Agreement Terms and Conditions is ["the MOD.", or "any UK Government Department."] (see note 4)</p> <hr/> <p>(include the following text <u>only if it is applicable</u> – see note 5)</p> <p><b>Right to Publish:</b> The Authority has the right to share or publish any material from this document in accordance with Schedule 3, Annex A, clauses 12(g) and 18.1 of the RCloud Agreement Terms and Conditions.</p>	<p><b>Conditions Of Supply – Limited Rights</b></p> <p>This document is supplied in confidence to MOD in accordance with Contract Ref [ABC/1234, task XYZ/9876]. (See note 1) The document comprises information proprietary to [Supplier name(s)] and whose unauthorised disclosure may cause damage to the interests of [Supplier name(s)]. (see note 2)</p> <p>The document is supplied to MOD as a <b>LIMITED RIGHTS VERSION</b> and, except with the prior written permission of [Supplier name(s)], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Schedule 3, Annex A, Clause 14 of the RCloud Agreement Terms and Conditions.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Supplier name(s)] Account Manager. (see note 3)</p>

### Notes:

1. This must always be the Authority's contract reference.
2. Include name of the rights owner(s), for example: supplier name, sub-contractor name(s) or a combination, as appropriate.
3. If conditions other than the RCloud Agreement Terms and Conditions apply to third party information included in reports subject to the RCloud Agreement Terms and Conditions, then this should be clearly indicated.
4. The MOD always has full rights in Full Rights versions, however in some cases the Tasking Form may indicate that for one or more deliverables, specified other government department(s) (or indeed all of them) also have rights. In this situation, as set out in Schedule 3, Annex A clause 1.2 of



[Redacted] under FOIA exemption

the RCloud Agreement Terms and Conditions, the recipient of Full Rights includes those other UK government department(s), and they have rights under Schedule 3, Annex A, clause 12 (as well as several other clauses). The statement identifying the Authority must always include or encompass the MOD.

5. In some cases the Tasking Form may indicate that for one or more deliverables, the Authority requires the right to publish the Full Rights version. In this situation, as set out in Schedule 3, Annex A clauses 12(g) and 18.1 of the RCloud Agreement Terms and Conditions, the Authority has the right to freely share, publish, licence and open source the document or any information within it, subject to acknowledging the supplier's copyright. In most cases, this situation will not apply, and this paragraph should be omitted.