

ASTRID – TASKING FORM – Part A

Once complete please email the Tasking Form to:

- Official – ASTRID@baesystems.com.
- Official Sensitive – ASTRID@baesystems.r.mil.uk.

Note to Commercial Staff:

ASTRID has been let and is owned by Defence Science & Technology Laboratory (Dstl) and any work placed under it is subject to UK Govt DEFCONs. Full DEFCON definitions can be found here: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm> (note account required to access but easy to set up)

TASKING FORM

To: CORDA

From (Organisation): DST

Framework contract number: DSTL/AGR/01142/01

Agreed quotation date (if known): ***** November 2021

REQUIREMENT SUMMARY AND AUTHORITY CONTACTS:

**Project Manager
(name & telephone)**

Redacted

**Technical Lead
(name & telephone)**

TBC

**Commercial Officer
(name & telephone)**

Redacted

Task title (for Dstl: max 30 characters inc
AST/ prefix)

AST/(Structured evidence to inform) Analysis of future S&T trends

Anticipated start date

29th November 2021

Anticipated end date (core work)

31st May 2022

Anticipated end date (options)

31st March 2023

Requisition or Purchase Order ref

Redacted

ASTRID task number

089

Task description

Please see attached Statement of Requirement

SCHEDULE OF REQUIREMENTS: Brief list of requirements (core and options) – add rows as appropriate (full details appear in the attached Statement of Requirement)		
Item No	Core or Option	Description / Title
D-1	Core	Two-monthly progress and technical review
D-2	Core	Structured MS Excel dataset of S&T trend evidence
D-3	Core	Covering report summarising findings and judgements derived from data
D-4	Core	Methodology explaining how the data was collected and assessed

Pricing:	
Firm Price	☐
Ascertained cost* *only at Authority's discretion	☒
Firm Pricing shall be in accordance with DEFCON 127 or DEFCON 643 and DEFCON 648 Ascertained Costs shall be in accordance with DEFCON 653 or DEFCON 802.	

Cyber Risk:	
Risk level:	Very Low
Assessment ref:	
DEFCON 658	☒ (applicable for all risk levels except 'N/A')

DEFCONS (Defence Conditions):			
Please confirm which specific DEFCONS are required for the task (Dstl staff click here for greater DEFCON detail and NIPPY Guidance). If you are unsure, please discuss with your IP contact, or commercial			
91	Edn 11/06	Intellectual Property Rights In Software	☐
539	Edn 08/13	Transparency (automatically included unless removed by Authority Commercial staff for exemption reasons)	☒
703	Edn 08/13	Intellectual Property Rights - Vesting In the Authority To be specified on the Tasking Form	☐
705	Edn 11/02	Intellectual Property Rights - Research and Technology To be specified on the Tasking Form	☒
Acceptance or rejection of deliverables This <u>MUST</u> match the number of days stated in the SOR. The default for reports is 'up to 30 days', and the default for software is 'up to 60 days'. Please specify if requesting different and discuss with commercial			

524	Edn 10/98	Rejection		days
525	Edn 10/98	Acceptance For the Purposes of schedule of requirements item 2 of this Contract the period for acceptance and rejection of deliverables shall be specified within the Tasking Form at Annex D.		days

Defence Based Simulation and Modelling:		
Defence Standard	03- 050	☐
Other		☐

DELIVERABLES: Please see attached SOR for full details

GFX:	
Yes	☒
No	☐
If yes, please see attached SOR for full details of equipment / information / facilities	

Security Classification of the Work: (delete as appropriate*)	
Upto UK Official Sensitive	
<i>*Failure to delete unnecessary higher classifications will result in delays at the firewall</i> The overarching ASTRID contract contains a Security Aspects Letter (SAL) covering tasks up to Official Sensitive at quotation stage. If the Statement of requirement (SOR) is a higher classification, please complete the relevant SAL and send with this tasking form and SOR. If this is the case, please tick the box to indicate you are attaching a separate SAL for your task	
	☐

Any task placed as a result of your quotation will be subject to the Terms and Conditions of Dstl contract number DSTL/AGR/01142/01	
ASTRID – TASKING FORM – Part B	
To:	From: CORDA
FAO:	PoC: Redacted
Tel:	Tel: Redacted

Proposal Reference AST\CMRCL\Prop\02058 (attached)
The proposal shall include, but not be limited to:

- A full technical proposal that meets the individual activities that are detailed in Statement of Requirement (Part A to Draft Tasking Form)
- A Work breakdown structure/project plan with key dates and Deliverables identified including required delivery dates for Government Furnished Assets.
- A clear identification of Dependencies, Assumptions, Risks and Exclusions which underpin your Technical Proposal.

COST BREAKDOWN (to be completed by the Contractor)
 You are to use rates that have been previously agreed within the Analysis for Science & Technology Research in Defence (ASTRID) at Annex E.
 Please also provide a price breakdown which should include, but is not limited to: labour costs, transportation, travel and subsistence, overheads and profit. In support of your Proposal you are requested to provide clear details of all Dependencies, Assumptions, Risks and Exclusions that underpin your price

 Price quotation of **£495,143.81** (ex VAT) is submitted for **ASTRID Proposal –Task 0089 – Analysis of Future S&T Trends** and breakdown attached

Ascertained Price
 ☐

Firm Price
 ☒

Hybrid*
 ☐

*if hybrid, please specify which pricing mechanism applies to which work packages and/or deliverables in the “Milestones Deliverables and Payments” table

VALUE FOR MONEY EVIDENCE - KPI 1 (to be completed by the Contractor)

 The Collaborative sourcing mechanism was utilised for supplier selection. This maximises Value for Money by:

- Deploying the optimum team to deliver the work (maximising quality)
- Promoting discussions with the customer during proposal work up:
 - Better aligning the supplier's understanding of the requirement,
 - Better informing the customer's understanding of their problem and the solution to solving it,
 - Eradicating 'gold plating',
 - Deploying the appropriate SQEP and;
 - Reducing technical (and financial) risk.
- Enforcing use of suppliers lowest UK Government rates
- Reviewing effort levels to ensure that they are commensurate with the required level of work
- Redacted

In particular this proposal contains the following elements:

- Confidence that a supplier will deliver the agreed requirements for an agreed firm price
- Task Lead rates have been scrutinised and actively challenged on framework signup to drive value for money.

Start date:	01/02/22	End date:	31/07/22
Signed on behalf of the Contractor:			
Printed name:	Redacted	Date:	18.1.22

Contractor’s Cost Breakdown

PROVISION FROM PRIME:				
Service (Activity)* indicate whether work is pre or post award	Rate £	Qty	Subtotal	Total
Redacted	Redacted	Redacted	Redacted	Redacted
Travel & Subsistence				
UK Road Mileage				
Accommodation Day and Night subsistence				
Other (Rail/Air) (Provide Detail)				
Other e.g. materials (provide detail)				
PROVISION FROM SUBCONTRACTORS:				
Service	Cost £	Qty	Subtotal	Total
Redacted	Redacted	Redacted	Redacted	Redacted
GRAND TOTAL Ex VAT				£495,143.81

Milestones Deliverables and Payments					
Milestone No	Description	Pricing (Ascertained or Firm)	£ Ex VAT	Due Date	Deliverable DEFCON 703 / 705 (14, 90 & 91)
1	Provision of Contractable Scope of Work	Firm	£11,704.85	01/03/22	N/A
2	First Two Monthly Progress and Technical Review (D1)	Firm	£107,932.97	30/04/22	705
3	Covering Report and End of Project Milestone	Firm	£375,505.99	31/08/22	705
TOTAL £ Ex VAT			£495,143.81		

Request for Limitation of Liability	
The Authority has performed a review of the risk profile for this Task and the proposed limitation of contractors liability is summarised in part A of this Tasking Form, and detailed in the ASTRID Liabilities spreadsheet attached to the Statement of Requirement. If required to do so by the Liabilities spreadsheet, or if the the Contractor believes that the risk profile is incorrect, they should complete Annex A providing details of the identified risk, the mitigations in place, and the revised limitation of contractors liability requested.	
☒	Additional limitations included – see attached completed form at Annex A

Requested Amendments to Framework Conditions

The Prime should detail below any requests for amendments to the terms and conditions of the Framework if deemed necessary for this particular task

It is assumed that there is no requirement to produce a deliverable quality plan for this task.

Liability Clause

X.1 Subject to Clauses X.2 and X.3, the Contractor's liability to the Authority under or in connection with this Contract shall be limited as follows:

- (a). under Clauses 3 and 4 of DEFCON 76 shall not exceed £50m per incident; and
- (b). under Clause 2 of DEFCON 514 shall not exceed 150% in aggregate of the Task Value; and
- (c). under Clause 8 of DEFCON 611 shall not exceed 150% in aggregate of the Task Value; and
- (d). under Clause 1 of DEFCON 612 shall not exceed 150% in aggregate of the Task Value; and
- (e) under DEFCON 658 shall not exceed £5m per occurrence or series of connected occurrences; and
- (f) subject to the Task Lead using reasonable endeavours to ensure that the software deliverables or modelling tools used for completion of the Task are free from any known viruses prior to its delivery, liability for loss arising from viruses shall not exceed £5M; and
- (g) liability for breaches excepting breaches under or in connection with X.1(a)-X.1(f) above, shall not exceed £5M in aggregate of the Task Value.

X.2. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(a). for:

- i. any liquidated damages (to the extent expressly provided for under this Contract);
- ii. any amount(s) which the Authority is entitled to claim, retain or withhold under clause 7 of DEFCON 670 (Tax Compliance), clause 22 and Annex G (Key Performance Indicators and Service Credits, DEFCON 811 and condition 1.3 of Annex I (Insurance Requirements) of this Contract . For the avoidance of doubt, liabilities arising under DEFCON 514 shall be limited in accordance with clause X.1(b) above;
- iii. Any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- iv. Any amount payable by the Contractor to the Authority in accordance with clause 23 and Schedule H of this Contract;

(b) Where the Parties have agreed to assign a risk profile of Green or Yellow to a Task in reliance on information (including in relation to insurance) submitted by or on behalf of the Contractor and the Parties jointly assesses such information to be inaccurate or untrue, the Parties agree that the LoCL provisions on the Task may be amended, and if such amendment cannot be mutually agreed the Authority or Contractor may terminate the Task.

(c). under DEFCONs 91 and 632;

(d). for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or subcontractors;

- (e) for fraud, fraudulent misrepresentation and wilful misconduct;
- (f) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (g). for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (h). for any other liability which cannot be limited or excluded under general (including statute and common) law.

X.3 The Contractor shall not be liable, whether in contract, tort (including negligence), statute or otherwise for any indirect or consequential losses.

X.4. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by English (including statute and common) law.

X.5 The Parties agree that the following amendment shall be inserted as a last sentence in clause 14.1 of the Special Conditions:

“...For the avoidance of doubt, all information and data of the Authority, and any GFF, shall be treated as Issued Property for the purposes of Defcon 611”

X.6 For the avoidance of doubt, provisions defined in the Contract and used in this Tasking shall have the meaning set out in the Contract.

X.7 For the further avoidance of doubt, the Contract, including any previous variations, will remain effective and unaltered except as amended by this Tasking. If there is an inconsistency between any of the provisions of the Pilot and the provisions of the Contract, the provisions of the Contract shall prevail.

Options and Payments			
Item No	Description / Title from Part A	£ (ex VAT)*	Expiry Date
1	ROM Costed Option – Uplift	£900k	31/7/22
*Price(s) quoted to be held valid until end date of options ☐ (If unticked a requote will be required)			

ASTRID – TASKING FORM – Part C

1. Offer of Contract: *(to be completed by Authority Commercial Services)*

Commercial Officer:	Redacted	Tel:	Redacted
Vendor Agreement No (if applicable):	DSTL/AGR/01142/01		
Purchase Order Number:	31223096		
Start date (T0) is deemed to be:	01/03/2022	If preferred, CODA has given permission for you to amend the table in Part B to show actual due dates. If you make any changes, please change the font to RED and draw attention to them in the 'comments & clarifications' box below.	

Commercial comments and clarifications to proposal:

The milestone payment dates have been slipped to the following:-

M1 – 1st March 2022

M2 – 30th April 2022

M3 – 31st August 2022

Two reviews of draft reports, and one of the final report, are to be conducted within the 30 day review period permitted under the contract terms.

Finally, for clarification we agree that the term 'covering report' is to mean the Final Report.

Commercial Approval:	Redacted
Date:	22 nd February 2022
Please Note: Task Authorisation to be issued by Authority Commercial Services Department once the Vendor Agreement and Purchase Order numbers have been inserted. Any work carried out prior to issue is at the Contractor's own risk	

2. Unqualified Acceptance of Offer made in Part C.1 above: *(to be completed by the Prime Contractor and returned to Authority's Commercial Services)*

Name:		Tel:	
Position in Company:			
Signature :		Date:	

ASTRID – TASKING FORM – Part D

COMPLETION OF TASK *(to be completed by the Prime Contractor and returned to the nominated Authority Task owner as detailed in Part A - failure to return could result in payment being delayed)*

For the avoidance of doubt, Section D confirms the final value of the task. The value stated in this section will be the contracted value for the task and will take precedence over any previous values referred to in sections above.

Confirmation of Deliverables as per Part A:

Yes ☐

No ☐

Actual Task start date:

Actual Task completion date:

Final invoice submitted on:

For firm price of:

£

For the final LoL price of:

£

Comments from Contractor on the task:

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Task completed to Authority's satisfaction <i>(to be completed by nominated Task owner)</i>
Comments from Task owner on the task:

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Anticipated exploitation inc timescales:	
Follow-up date with End User if necessary:	

Key Performance Indicators (KPIs):
Timeliness of deliverables: This KPI is a pass or fail question and each deliverable will be given a score of either 1 for meeting the required date or 0 for failure to meet the required date. Where any agreed contract amendments or changes to the delivery dates have been made, the revised delivery date will supersede the previous agreed date. Where a Deliverable is late as a result of the Authority's actions, and this is agreed to by the Authority, the deliverable shall be marked as on-time.
Total number of deliverables within task: _____

Of which on time:	
Of which deemed late:	
Comments / Notes:	

Quality of Deliverables: Deliverables are deemed to be accepted once the Authority has reviewed them and has confirmed that they are of an acceptable standard and is willing to pay the invoice associated with the deliverable. Deliverables can be rejected on the grounds of technical, financial and grammatical errors.		
Mark:	Measure:	Number of deliverables in this category:
Accepted	Technically and editorially acceptable. Minor changes may be needed to improve exploitability of the output or to tailor the output for the end customer.	
Minor revisions	Deliverables require minor editorial and/or technical revisions prior to acceptance. Minor changes may also be needed to improve exploitability of the output or to tailor the output for the customer.	
Major revisions	Deliverables require significant editorial and/or technical revisions and further review by the Authority.	
Rejected	Deliverables do not meet the requirement and are rejected	
Any additional comments / Notes:		
Signed:		
Date:		

DIRECT LOSS - DEFCON 76 (Damage to Government Establishments)

RISK (Situation)	Worst Case Scenario	Worst Case Cost £	Mitigation	Post Mitigation Cost £	Proposed LOL	Contingent Liability	Probability	Impact
Under Clauses 3 and 4 of DEFCON 76 shall not exceed £50m per incident								
TOTAL PROPOSED CONTRACTOR'S LIMIT OF LIABILITY				Unknown – high multi- millions Or 0	the Contractor's liability to the Authority under or in connection with this Contract shall be limited as follows: (a). under Clauses 3 and 4 of DEFCON 76 shall not exceed £50m per incident	Unknown – high multi millions Or 0		

DIRECT LOSS - DEFCON 514 (Material Breach)

RISK (Situation)	Worst Case Scenario	Worst Case Cost £	Mitigation	Post Mitigation Cost £	Proposed LOL	Contingent Liability	Probability	Impact
Under Clause 2 of DEFCON 514 shall not exceed 150% in aggregate of the Task Value								
TOTAL PROPOSED CONTRACTOR'S LIMIT OF LIABILITY					the Contractor's liability to the Authority under or in connection with this Contract shall be limited as follows: Under Clause 2 of DEFCON 514 shall not exceed 150% in aggregate of the Task Value			

DIRECT LOSS - DEFCON 611 (Loss of or damage to Issued Property)

RISK (Situation)	Worst Case Scenario	Worst Case Cost £	Mitigation	Post Mitigation Cost £	Proposed LOL	Contingent Liability	Probability	Impact
Under Clause 8 of DEFCON 611 shall not exceed 150% in aggregate of the Task Value								
TOTAL PROPOSED CONTRACTOR'S LIMIT OF LIABILITY				Unknown	the Contractor's liability to the Authority under or in connection with this Contract shall be limited as follows: under Clause 8 of DEFCON 611 shall not exceed 150% in aggregate of the Task Value;	Unknown		

DIRECT LOSS - DEFCON 612 (Loss of or damage to Articles)								
RISK (Situation)	Worst Case Scenario	Worst Case Cost £	Mitigation	Post Mitigation Cost £	Proposed LOL	Contingent Liability	Probability	Impact
Clause 1 of DEFCON 612 shall not exceed 150% in aggregate of the Task Value								
TOTAL PROPOSED CONTRACTOR'S LIMIT OF LIABILITY					The Contractor's liability to the Authority under or in connection with this Contract shall be limited as follows: Clause 1 of DEFCON 612 shall not exceed 150% in aggregate of the Task Value			

DIRECT LOSS - NEGLIGENCE (that is not included within DEFCON 76, 514, 611 & 612 above)								
RISK (Situation)	Worst Case Scenario	Worst Case Cost £	Mitigation	Post Mitigation Cost £	Proposed LOL	Contingent Liability	Probability	Impact
Negligence for professional liability; Damage as a result of services or advice provided by the contractor (or one of its subcontractors). For example: Damage or Loss due to an act, error and/or omission.	Task Lead may incorrectly analyse the data within the scope of this task, leading to incorrect 'advice' being provided, which could go on to incorrectly inform a strategic or operational decision.	Unknown	1. ASTRID PMO and any subcontractor shall ensure that SQEP are used. 2. Ensure that all deliverables and outputs are peer and manager reviewed before formal release. 3. Task Lead will work closely with the Authority SQEP to minimise chance of errors / omissions. MOD are heavily involved with the acceptance testing and assurance of the tool, mitigating the risk of the worst case scenario.	Unknown.	Excluded	Unknown	Low	Medium
TOTAL PROPOSED CONTRACTOR'S LIMIT OF LIABILITY				Unknown	Excluded	Unknown		

INDIRECT/CONSEQUENTIAL LOSS								
RISK (Situation)	Worst Case Scenario	Worst Case Cost £	Mitigation	Post Mitigation Cost £	Proposed LOL	Contingent Liability	Probability	Impact
Consequential Losses excluded in line with the above statement								
				Not currently foreseeable.	Excluded.	Not currently foreseeable.		