|  |
| --- |
| **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):** | MOD |
|  |
| **Framework contract number:** | DSTL/AGR/01142/01 |
| **Agreed quotation date (if known):** |  |
|  |
| **REQUIREMENT SUMMARY AND AUTHORITY CONTACTS:** |
| **Project Manager** **(name & telephone)** | REDACTED |
| **Technical Lead****(name & telephone)** | REDACTED |
| **Commercial Officer****(name & telephone)** | REDACTED |
| **Task title** (for Dstl: max 30 characters inc AST/ prefix) | Project TYR (T3X-W) – Preparing the Fielded Force |
| **Anticipated start date** | 1 April 2024 |
| **Anticipated end date (core work)** | 31 March 2027 |
| **Anticipated end date (options)** | N/A |
| **Requisition or Purchase Order ref** | TBC |
| **ASTRID task number** | Task 419 |
| **Task description** | Please see attached Statement of Requirement PS2059\_LWC dated 28 Sep 23 |

|  |
| --- |
| **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** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |
| **Pricing:**  |
| Firm Price  |[ ]
| Ascertained cost\*\*only at Authority’s discretion |[x]
| Firm Pricing shall be in accordance with DEFCON 127 or DEFCON 643 and DEFCON 648Ascertained Costs shall be in accordance with DEFCON 653 or DEFCON 802. |
|  |
| **Cyber Risk:** |
| Risk level: | Not Applicable |
| Assessment ref: | RAR-185931605 |
| DEFCON 658 | ☐ | (applicable for all risk levels except ‘N/A’) |
|  |
| **DEFCONS:**  |
| Please confirm which specific DEFCONs are required for the task (Dstl staff click [here](http://wiki/o/Defining_IP_Requirements_using_the_NIPPY_process#tab=The_NIPPY_Guide) for greater DEFCON detail and NIPPY Guidance). If you are unsure, please discuss with your IP contact, or commercial |
| 76 | Edn 12/06 | Contractor's Personnel at Government Establishments(The Contractor's liability under Condition 3 of DEFCON 76 (Edn 12/06) shall be limited to £ REDACTED per incident in accordance with the terms of the agreement between MOD and BAE Systems Plc reference DCS/04/02/32/01/07 dated 17/06/2014). |[x]
| 91 | Edn 11/06 | Intellectual Property Rights In Software |[ ]
| 703 | Edn 08/13 | Intellectual Property Rights - Vesting In the AuthorityTo be specified on the Tasking Form |[x]
| 705 | Edn 11/02 | Intellectual Property Rights - Research and TechnologyTo be specified on the Tasking Form |[ ]
| Acceptance or rejection of deliverables This MUST 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 | 30 | days |
| 525  | Edn 10/98 | AcceptanceFor 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.  | 30 | days |
|  |
| **DELIVERABLES:** |
| Please see attached SOR for full details |
|  |
| **GFX:**  |
| Yes |[x]
| No |[ ]
| If yes, please see attached SOR for full details of equipment / information / facilities |
|  |
| **Security Classification of the Work:** (delete as appropriate\*) |
| Up to and including NATO SECRET and UK SECRET |
| *\*Failure to delete unnecessary higher classifications will result in delays at the firewall* |
|  |
| 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 |[x]
|  |
| 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: MoD** |  | **From:** | CORDA |
| **FAO: Nick Beckett** |  | **PoC:** | REDACTED |
| **Tel:** |  | **Tel:** | REDACTED |
|  |
| **Proposal Reference**  **AST\CMRCL\Prop\03004. (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 **£1,130,973.60** (ex VAT) is submitted for task ref 419 and breakdown attached |
| Ascertained Price |[x]
| 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)** **See Annex A** |
| Start date: | T0 (Assumed 1 April 2024) | End date: | T0 + 12 Months |
| Signed on behalf of the Contractor:  |
| Printed name: | REDACTED | Date: | 19/02/2024 |

|  |
| --- |
| **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 |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| REDACTED | REDACTED | REDACTED | REDACTED | REDACTED |
| Travel & SubsistenceUK Road MileageAccommodation Day and Night subsistenceOther (Rail/Air) (Provide Detail) | REDACTED | REDACTED | REDACTED | REDACTED |
| Other e.g. materials (provide detail): **Contingency** |  |  |  | REDACTED |
| **PROVISION FROM SUBCONTRACTORS:** |
| **Service** | **Cost £** | **Qty** | **Subtotal** | **Total** |
| Technical Lead (Roke Manor Research) | REDACTED | REDACTED | REDACTED | REDACTED |
| Task Lead (Soteria Defence & Security Limited) | REDACTED | REDACTED | REDACTED | REDACTED |
| **GRAND TOTAL Ex VAT** | £1.130,973.60 |

|  |
| --- |
| **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 and Proposal | **Firm**  | REDACTED | T0 | **n/a** |
| **2** | Effort to end Apr 24 | **LoL** | REDACTED | T0 + 1 Month | **703** |
| **3** | Effort to end May 24 | **LoL** | REDACTED | T0+ 2 Months | **703** |
| **4** | Effort to end Jun 24  | **LoL** | REDACTED | T0+ 3 Months | **703** |
| **5** | Effort to end Jul 24 | **LoL** | REDACTED | T0+ 4 Months | **703** |
| **6** | Effort to end Aug 24 | **LoL** | REDACTED | T0+ 5 Months | **703** |
| **7** | Effort to end Sep 24 | **LoL** | REDACTED | T0+ 6 Months | **703** |
| **8** | Effort to end Oct 24 | **LoL** | REDACTED | T0+ 7 Months | **703** |
| **9** | Effort to end Nov 24 | **LoL** | REDACTED | T0+ 8 Months | **703** |
| **10** | Effort to end Dec 24 | **LoL** | REDACTED | T0+ 9 Months | **703** |
| **11** | Effort to end Jan 25 | **LoL** | REDACTED | T0+ 10 Months | **703** |
| **12** | Effort to end Feb 25 | **LoL** | REDACTED | T0+ 11 Months | **703** |
| **13** | Effort to end March 25 | **LoL** | REDACTED | T0+ 12 Months | **703** |
| **n/a** | Contingency | **LoL** | REDACTED | N/A | **N/A** |
| **TOTAL £ Ex VAT** | **£1,130,973.60** |  |
|  |
| **Request for Limitation of Liability** |
| Risk should sit with the party best placed to manage that risk. If the contractor believes that should be the Authority, they should provide a justification detailing the perceived risk, the limitation of liability requested, and link it to the relevant DEFCON where applicable.  |
|[ ]  No limitation requested |
|[ ]  Limitations requested – to be absorbed by Prime  |
|[x]  Limitations requested – see attached justification 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 |
| 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 £ REDACTED 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 £ REDACTED 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 £ REDACTED; and(g) liability for breaches excepting breaches under or in connection with X.1(a)-X.1(f) above, shall not exceed £ REDACTED in aggregate.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 provisionson 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** | Option 1 (Yr2) | REDACTED | **08/05/24** |
| **2** | Option 2 (Yr3) | REDACTED | **08/05/24** |
| \*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)**:** | 710495451 |
| **Purchase Order Number:** | TBC |
| **Start date (T0) is deemed to be:** | [enter as 8 working days from Contract Award or the T0 date in the Technical Proposal, whichever is later] | If preferred, CORDA 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 Authority accepts proposal AST\CMRCL\Prop\03004 dated 19th February 2024 and hereby accepts the offer of contract on that basis.**  |
|  |
| **Commercial Approval:** | REDACTED |
| **Date:** | 23 Feb 24 |
| 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:** |
|  |
| ***Task completed to Authority’s satisfaction*** *(to be completed by nominated Task owner)* |
| **Comments from Task owner on the task:** |
|  |
|  |
| **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 |
|  |  |  |  |  |  |  |  |  |
| **TOTAL PROPOSED CONTRACTOR’S LIMIT OF LIABILITY** |  |  |  |  |
|  |
| **DIRECT LOSS - DEFCON 514 (Material Breach)** |
| RISK(Situation) | Worst Case Scenario | Worst Case Cost £ | Mitigation | Post Mitigation Cost£ | Proposed LOL | Contingent Liability | Probability  | Impact |
|  |  |  |  |  |  |  |  |  |
| **TOTAL PROPOSED CONTRACTOR’S LIMIT OF LIABILITY** |  |  |  |  |

|  |
| --- |
| **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 |
|  |  |  |  |  |  |  |  |  |
| **TOTAL PROPOSED CONTRACTOR’S LIMIT OF LIABILITY** |  |  |  |  |
|  |
| **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 |
|  |  |  |  |  |  |  |  |  |
| **TOTAL PROPOSED CONTRACTOR’S LIMIT OF LIABILITY** |  |  |  |  |

|  |
| --- |
| **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 |
|  |  |  |  |  |  |  |  |  |
| **TOTAL PROPOSED CONTRACTOR’S LIMIT OF LIABILITY** |  |  |  |  |
|  |
| **INDIRECT/CONSEQUENTIAL LOSS** |
| RISK(Situation) | Worst Case Scenario | Worst Case Cost £ | Mitigation | Post Mitigation Cost£ | Proposed LOL | Contingent Liability | Probability  | Impact |
|  |  |  |  |  |  |  |  |  |
| **TOTAL PROPOSED CONTRACTOR’S LIMIT OF LIABILITY** |  |  |  |  |