

NHS Framework for Digital Dictation, Speech/Voice Recognition, Outsourced Transcription and Associated Services

NHSCS Framework Reference No: 5257-4667

Framework Notice Ref: 2022/S 000-020028

Order Form

ACCESS CODE: [REDACTED]

CALL-OFF REFERENCE: 712400450

THE BUYER: Army Commercial, Ministry of Defence

BUYER ADDRESS: Blenheim Building,
Army Headquarters,
Monxton Road,
Andover,
Hampshire
SP11 8HJ

THE SUPPLIER: Epiq Europe Ltd

SUPPLIER ADDRESS: 15th Floor,
110 Bishopsgate,
London,
EC2N 4AY

REGISTRATION NUMBER: 02656370

DUNS NUMBER: 770014819

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 03 Oct 2024.

It's issued under the NHS Framework Contract with the reference number 5257-4667 for Digital Dictation, Speech/Voice Recognition, Outsourced Transcription and Associated Services.

CALL-OFF LOT:

Lot 3 - Outsourced transcription service solution.

CALL-OFF INCORPORATED TERMS

As per the Call-off Terms and Conditions for the Supply of Goods and the Provision of Services.

CALL-OFF SPECIAL TERMS

Special Term 1: Russian and Belarusian Exclusion Condition for Inclusion in Contracts

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 - 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.
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.
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.
4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

Special Term 2: Authorisation by the Crown for use of Third Party Intellectual Property Rights

1. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

APPLICABLE DEFENCE CONDITIONS (DEFCONS)

The DEFCONS and DEFFORMS listed below are incorporated into this Contract.

Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.

In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONS and DEFFORMS shall prevail.

DEFCON No	Version	Description
DEFCON 5J	18/11/16	Unique Identifiers
DEFCON 76	11/22	Contractor's Personnel At Government Establishments
DEFCON 90	06/21	Copyright
DEFCON 129J	18/11/16	The Use Of Electronic Business Delivery Form
DEFCON 513	07/24	Value Added Tax
DEFCON 531	09/21	Disclosure Of Information
DEFCON 532B	12/22	Protection of Personal Data (Where Personal Data is Being Processed on Behalf of the Authority)
DEFCON 537	12/21	Rights of Third Parties
DEFCON 539	01/22	Transparency
DEFCON 604	06/14	Progress Reports
DEFCON 642	07/21	Progress Meetings
DEFCON 658	10/22	Cyber <i>Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.</i>
DECON 660	12/15	Official-Sensitive Security Requirements
DEFFORM No	Version	Description
DEFFROM 94	12/20	Confidentiality Agreement
DEFFORM 532	10/19	Personal Data Particulars
DEFFORM 539A	01/22	Tenderer's Commercially Sensitive Information Form

DEFCONS and DEFFORMS can be obtained from the MOD Internet Site: <https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

1. Call-Off Contract Period

CALL-OFF START DATE: 14 Oct 2024

CALL-OFF EXPIRY DATE: 13 Oct 2027

CALL-OFF INITIAL PERIOD: Thirty-six (36) months

2. Contract Performance**PROGRESS REPORTS**

As per Annex B (Statement of Requirement)

PROGRESS MEETINGS

As per Annex B (Statement of Requirement)

3. Buyer Information

BUYER'S INVOICE ADDRESS

[REDACTED]

MCS-PandA

[REDACTED] and CC **[REDACTED]**

Military Court Centre, Wing Road, Ward Barracks, Bulford Camp, Wiltshire, SP4 9NA

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Army Commercial AHQ (Procure) TL

[REDACTED]

Army Commercial, Blenheim Building, Army Headquarters, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

PAYMENT METHOD

CP&F/EXOSTAR.

Invoice frequency: Monthly in arrears.

TOTAL CONTRACT VAUE

£150,000.00 ex VAT (Not to Exceed), utilising the FIRM rates within Annex H: Commercial Proposal and Annex I: Supplementary Proposal Information **[ANNEX's ARE REDACTED]**

5. Supplier Information

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Senior Vice President, International Court Reporting

[REDACTED]

Epiq Europe Ltd, 15th Floor, 110 Bishopsgate, London, EC2N 4AY

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Operations Manager

[REDACTED]

Epiq Europe Ltd, 15th Floor, 110 Bishopsgate, London, EC2N 4AY

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	Senior Vice President, International Court Reporting	Role:	Army Commercial AHQ (Procure) TL
Date:	4 th October 2024	Date:	08 Oct 2024