

**National Microbiology Framework Agreement
Order Form
Reference C338755
Bruker UK Limited**

FROM

| | |
|--|---|
| Authority: | The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of 10 South Colonnade, London, E14 4PU (the “Authority”). |
| Invoice address: | [REDACTED] [REDACTED] [REDACTED] |
| Contract Manager: | [REDACTED] [REDACTED] |
| Secondary Contact: Business Owner | [REDACTED] [REDACTED] |
| Procurement lead | [REDACTED] [REDACTED] |
| Name and address for notices: | [REDACTED] [REDACTED] [REDACTED] |
| Internal reference (if applicable): | W160669 |

TO:

| | |
|--------------------------|--|
| Supplier: | Bruker UK Limited, Welland House, Longwood Close, Westwood Business Park, Coventry, CV4 8HZ (the “Supplier”) |
| Contract Manager: | [REDACTED] [REDACTED] [REDACTED] [REDACTED] |

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|--------------------------------------|---|
| Secondary Contact: | <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> |
| Account Manager: | <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> |
| Name and address for notices: | <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> |

Applicable terms and conditions

The following terms and conditions are applicable to the Contract for this Order:

| | | |
|-------------------|--|--|
| Appendix A | Call-off Terms and Conditions for the Supply of Goods and the Provision of Services | Applicable to this Contract |
| Appendix B | Optional Additional Call-off Terms and Conditions for Installation and Commissioning Services | <input type="checkbox"/> (only applicable if this box is checked) |
| Appendix C | Optional Additional Call-off Terms and Conditions for Maintenance Services | <input checked="" type="checkbox"/> (only applicable if this box is checked) |
| Appendix D | Optional Additional Call-off Terms and Conditions for Bespoke Research, Development and Manufacturing Requirements | <input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions)) |
| Appendix E | Optional Additional Call-off Terms and Conditions for Reagent Rental | <input type="checkbox"/> (only applicable if this box is checked) |
| Appendix F | Optional Additional Call-off Terms and Conditions for Managed Equipment Services | <input type="checkbox"/> (only applicable if this box is checked) |
| Appendix G | Optional Additional Call-off Terms and Conditions for Clinical Laboratory Diagnostic Testing Services | <input type="checkbox"/> (only applicable if this box is checked and to the extent the applicable terms are included in Annex A (Order Specific Key Provisions)) |
| Appendix H | Further Optional Additional Call-off Terms and Conditions Each of the following clauses in Appendix H is only applicable to this Contract if the relevant box is checked: | (only applicable if one or more boxes are checked) |
| | 1. TUPE applies at the commencement of the provision of Services | <input type="checkbox"/> |
| | 2. TUPE on exit | <input type="checkbox"/> |
| | 3. Different levels and/or types of insurance | <input type="checkbox"/> |
| | 4. Induction training for Services | <input type="checkbox"/> |
| | 5. Further Authority obligations | <input type="checkbox"/> |
| | 6. Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services | <input type="checkbox"/> |

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|--|---|-------------------------------------|--|
| | 7. Inclusion of a Change Control Process | <input type="checkbox"/> | |
| | 8. Authority step-in rights | <input type="checkbox"/> | |
| | 9. Guarantee | <input type="checkbox"/> | |
| | 10. Termination for convenience | <input checked="" type="checkbox"/> | |
| | 11. Pre-Acquisition Questionnaire | <input type="checkbox"/> | |
| | 12. Time of the essence (Goods) | <input type="checkbox"/> | |
| | 13. Time of the essence (Services) | <input checked="" type="checkbox"/> | |
| | 14. Specific time periods for inspection | <input type="checkbox"/> | |
| | 15. Specific time periods for rights and remedies under Clause 3.6 of Schedule 2 of Appendix A | <input type="checkbox"/> | |
| | 16. Right to terminate following a specified number of material breaches | <input type="checkbox"/> | |
| | 17. Expert Determination | <input type="checkbox"/> | |
| | 18. Consigned Goods | <input type="checkbox"/> | |
| | 19. Improving visibility of Sub-contract opportunities available to Small and Medium Size Enterprises and Voluntary, Community and Social Enterprises | <input type="checkbox"/> | |
| | 20. Management Charges and Information | <input type="checkbox"/> | |
| | 21. COVID-19 related enhanced business continuity provisions | <input type="checkbox"/> | |
| | 22. Buffer stock requirements | <input type="checkbox"/> | |
| | 23. Modern slavery | <input checked="" type="checkbox"/> | |
| | 24. The additional Order Specific Key Provisions set out at Annex A (Order Specific Key Provisions) to this Order Form shall also apply to this Contract. | <input checked="" type="checkbox"/> | |

| 1. CONTRACT DETAILS |
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| <p>(1.1) Commencement Date:</p> <p>1st April 2025</p> |
| <p>(1.2) Services Commencement Date (if applicable):</p> <p>1st April 2025</p> |
| <p>(1.3) Contract Price ((i) breakdown and (ii) payment profile):</p> <p>1.3.1 The maximum value of the Services that can be ordered under this Contract shall be Seven Hundred forty-five thousand, eight hundred and thirty pounds (£745,830.00) (Excl. VAT) (the “Total Contract Value”). This contract shall be deemed to have commenced on the 1st April 2025 and end on the 31st March 2027.</p> <p>1.3.2 The Total Contract Value is the maximum value of goods and services which can be ordered under this Contract. This comprises of the preventative maintenance and servicing needed in line with agreed service levels for Bruker equipment located UKHSA wide.</p> <p>1.3.3 Payment terms are net 30 days in arrears from the date the Authority receives valid consolidated invoices in accordance with this Contract.</p> <p>1.3.4 The Supplier shall comply with the invoicing process and associated terms see Section 2 of Annex A (Order Specific Key Provisions).</p> <p>1.3.5 The Purchase Orders issued by the Authority in respect of this Agreement do not form part of this Agreement.</p> |
| <p>(1.4) Term of Contract:</p> <p>1.4.1 This Contract shall be deemed to have commenced on the 1st April 2025 (the “Commencement Date”) and shall, unless terminated earlier, or extended, in accordance with its terms, expire on 31st March 2027 (the “Term”).</p> <p>1.4.2 The Authority may terminate the Contract for convenience at any time pursuant to Clause 10 (Termination for Convenience) of Appendix H (Further Optional Additional Call-off Terms and Conditions) of this Contract provided the Authority gives the Supplier no less than 3 (three) months written notice.</p> |
| <p>(1.5) Term extension options:</p> <p>1.5.1 The Authority, at its sole discretion, may extend this Contract for up to 2 (two) additional periods of 12 (twelve) months each (the “Extension Period”), at an equal or similar budget to this original Contract, in accordance with Clause 15.2 of the Call-Off Terms and Conditions.</p> <p>1.5.2 The Authority may request a quote for the Extension Period as early as 31st December 2026.</p> |
| 2. GOODS AND SERVICES REQUIREMENTS |

(2.1) Description of the Goods and Services:

2.1.1 This Contract covers the servicing and maintenance of the Bruker equipment assets located at UKHSA Sites detailed in the following Table 2.

| | | | | 2025-26 | 2026-2027 | |
|-------------|----------------|----------------------------------|--|---------|-----------|-------------|
| Site | Serial Number | Description | Type | Cost | Cost | Budget Code |
| Colindale | 189011270170 | MALDI Biotyper sirius IVD System | LabScape Complete Maintenance Service Agreement | | | EAD1 |
| Colindale | 189011210021 | MALDI Biotyper sirius IVD System | LabScape Complete Maintenance Service Agreement | | | EAD1 |
| Colindale | 1890112.405 43 | MALDI Biotyper sirius IVD System | LabScape Complete Maintenance Service Agreement | | | EAD1 |
| Porton FW&E | 189011240542 | MALDI Biotyper sirius IVD System | LabScape Complete Maintenance Service Agreement | | | CEL4 |
| Birmingham | 269956.01482 | Microflex LT/SH MALDI Biotyper | LabScape Complete 48 Maintenance Service Agreement | | | BFB7 |
| Birmingham | 189011240534 | MALDI Biotyper sirius IVD System | LabScape Complete 48 Maintenance Service Agreement | | | BFB1 |
| Birmingham | 189011240530 | MALDI Biotyper sirius IVD System | LabScape Complete 48 Maintenance Service Agreement | | | BFB1 |
| Bristol | 189011270037 | MALDI Biotyper sirius IVD System | LabScape Complete Maintenance Service Agreement | | | BVY2 |
| Bristol MRL | 189011270058 | MALDI Biotyper sirius IVD System | LabScape Complete Maintenance Service Agreement | | | ETA1 |
| Bristol | 189011240535 | MALDI Biotyper sirius IVD System | LabScape Complete Maintenance Service Agreement | | | BVY2 |
| Manchester | 186514270080 | MALDI Biotyper sirius IVD System | LabScape Complete 48 Maintenance | | | APE1 |

| | | | | |
|-------------------|--------------|----------------------------------|--|------|
| | | | e Service Agreement | |
| Manchester | 186514270072 | MALDI Biotyper sirius IVD System | LabScape Complete 48 Maintenance Service Agreement | APE1 |
| Manchester | 186514270097 | MALDI Biotyper sirius IVD System | LabScape Complete 48 Maintenance Service Agreement | APE1 |
| Cambridge | 189011270051 | MALDI Biotyper sirius IVD System | LabScape Complete 48 Maintenance Service Agreement | BPY1 |
| Cambridge | 189011270052 | MALDI Biotyper sirius IVD System | LabScape Complete 48 Maintenance Service Agreement | BPY1 |

2.1.2 The Supplier shall provide the required preventative maintenance services in accordance with the following specifications (the “**Specifications**”) as set out by the manufacturer:

Product description
LabScape Complete Maintenance Service Agreement
for Microbiology and Diagnostics



1. Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage.
2. The contract period is one year.
3. Included services:
 - a. Unlimited onsite emergency service visits.
 - b. Onsite response of three to five (3-5) business days: Monday-Friday 8:30 AM-5:00 PM.
 - c. Spare parts, labor & travel.
 - d. One Planned Maintenance (PM) visit with complete inspection of listed instrumentation. Service (work) includes labor, travel, a PM kit, complete inspection of the instrument with cleaning. Includes one additional PM or cleaning if necessary and diagnosed by a Bruker remote support engineer.
 - e. Wear & tear parts (e.g. lasers, detectors, tubes, pumps).
 - f. High Priority Remote Support during normal business hours (9:00 AM to 5:00 PM). This includes call back within 1 hour during business hours, 2 hours after hours, unlimited phone calls and unlimited remote desktop support or unlimited augmented reality support (virtual engineer). Extended technical support hotline is available from 5:00 PM to 11:00 PM weekdays. Bank holidays are covered 9:00 PM-11:00 PM (except Christmas Day) and 8:00 AM to 8:00 PM on weekends.
 - g. Compass and Data Analysis software updates and upgrades, library updates. Bruker proprietary software only.

Product description

LabScape Complete 48 Maintenance Service Agreement for Microbiology and Diagnostics



1. Bruker LabScape Complete 48 Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage within 48 hours.
2. The contract period is one year.
3. Included services:
 - a. Unlimited onsite emergency service visits.
 - b. Onsite response of two (2) business days: Monday-Friday 8:30 AM-5:00 PM.
 - c. Spare parts, labor & travel.
 - d. One Planned Maintenance (PM) visit with complete inspection of listed instrumentation. Service (work) includes labor, travel, a PM kit, complete inspection of the instrument with cleaning. Includes one additional PM or cleaning if necessary and diagnosed by a Bruker remote support engineer.
 - e. Wear & tear parts (e.g. lasers, detectors, tubes, pumps).
 - f. High Priority Remote Support during normal business hours (9:00 AM to 5:00 PM). This includes call back within 1 hour during business hours, 2 hours after hours, unlimited phone calls and unlimited remote desktop support or unlimited augmented reality support (virtual engineer). Extended technical support hotline is available from 5:00 PM to 11:00 PM weekdays. Bank holidays are covered 9:00 PM-11:00 PM (except Christmas Day) and 8:00 AM to 8:00 PM on weekends.
 - g. Compass and Data Analysis software updates and upgrades, library updates. Bruker proprietary software only.

(2.2) Premises and Location(s) at which the Services are to be provided:

The Supplier shall perform the Services to the Laboratories as detailed below:

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| UKHSA Birmingham |
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| UKHSA Bristol |
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| UKHSA Cambridge |
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| UKHSA Porton FW&E |
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| UKHSA Colindale |
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| UKHSA Manchester |
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2.2.2 All planned performance of the Services shall be pre-advised by the Supplier to the Authority's primary contacts stated above at least 2 (two) Business Days prior to the Services being performed on the Instrument at the aforementioned Premises and Location

2.2.3 The Supplier shall provide the following data when notifying the Primary Contacts:

- Supplier name;
- Authority's purchase order (PO) number;
- Item reference, description and quantity;
- Any special instructions originally entered for Authority's Order (e.g. project)

2.2.4 The Primary Contacts will confirm:

- Booking reference number;
- Date and time of Supplier attending the relevant Premises and Location; and
- Premises and Location address where the Services shall be performed.

2.2.5 The Authority may refuse unscheduled performance of Services. In such event, the Supplier shall rearrange such performance of Services utilising the service delivery process set out in this Clause 2.2.

2.2.6 Delivery of the Services shall be considered to have occurred when the Delivery Contacts or other authorised representatives of the Authority at the Authority's nominated locations have agreed that the service has been carried out to the supplier's specification and have signed the delivery note to confirm acceptance.

2.2.7 The Authority may at any time move equipment between Laboratory sites, remove, substitute or add equipment to the contract. The Authority shall provide the Supplier with as much notice of equipment moves as possible and, in any event, not less than 30 days' notice. Any additional equipment added to the Contract shall be at pro-rata cost to ensure alignment with Contract end dates and removal of equipment shall be subject to discussion re recompense.

(2.3) Key personnel of the Supplier to be involved in the Services:

██████████ ██████████
 ██████████ ████████████████████
 ██████████ ████████████████████████████████

(2.4) Performance standards:

- The Supplier shall perform the Services in accordance with good industry standards and practices.
- Timely delivery of the Services in accordance with section 2.6 below.
- Quality of Services i.e. Goods/Services to meet Specifications as stated in section 2.1 & 2.5.
- Proof of delivery of the Goods to be supplied with invoice.

(2.5) Quality standards:

The Supplier shall maintain and repair the equipment to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority. The equipment must comply with the relevant ISO standards for laboratory accreditation at all times.

(2.6) Contract monitoring arrangements:

The Authority Contract Manager (or their delegate) and Key Personnel of the Supplier may meet bi-monthly (or such other frequency as reasonably requested by the Authority) and no less than quarterly (unless otherwise notified by the Authority) to discuss the Supplier's performance and other matters connected to the delivery of the Contract.

(2.7) Management information and meetings:

2.7.1 At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information to the Authority as the Authority may reasonably request from time to time (including without limit any information about the Supplier's supply chain and its compliance in relation to sustainability requirements).

2.7.2 The Supplier shall report on the following key performance indicators if and when required on specific assets:

A) Asset and Maintenance Management

- Maintain and provide an up-to-date Asset Register listing all current equipment.
- Submit a Planned Maintenance Schedule for the forthcoming month.
- Provide a record of Completed Planned Maintenance activities.

B) Service Callouts and Response Metrics

- Track and report the number of service callouts, including associated equipment serial numbers.
- Provide details of callouts by location, including root cause analysis and repairs carried out at each site.
- Review equipment performance, including breakdown frequency and reliability trends.
- Monitor and report on time-to-fix rates and resolution times.
- Adhere to agreed response times for queries and repairs, in accordance with the contract type (e.g., Complete Care or Complete Care 48).
- Service reports will be issued to individual sites. Any additional reporting requirements beyond this shall be the responsibility of the individual site.

C) Service Reports and Compliance

- Provide service reports at meetings to track compliance with preventative maintenance and breakdown callouts.
- Ensure that individual machines are monitored, helping to identify recurring faults and reliability issues.
- Submit a service report after every maintenance or engineer visit.
- Any site wishing to discuss service-related matters may do so in the performance meetings. Questions for discuss must be submitted to the Supplier at least five (5) days prior to the meeting.

D) Preventative Maintenance

- Conduct scheduled preventative maintenance visits as per contract terms, with a minimum of one Planned Maintenance (PM) visit per year.
- Each PM visit shall include a full inspection, cleaning, and necessary servicing of the listed equipment.
- If required, an additional PM or cleaning will be performed if diagnosed by a Bruker remote support engineer.

E) Software and Security Compliance

- Perform software and security updates for network-connected assets.
- Ensure compliance with cybersecurity requirements and industry best practices.

3. CONFIDENTIAL INFORMATION (if applicable)

(3.1) The following information shall be deemed Confidential Information:

- Supplier pricing.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Supplier representatives.
- Contact details including, but not limited to, email addresses, landline / mobile phone numbers, etc. of Authority's representatives.

(3.2) Duration that the information shall be deemed Confidential Information:

For a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

4. DATA PROCESSING (if applicable)

(4.1) Personal Data to be processed by the Supplier:

In accordance with the Data Protection Protocol.

5. LEASE / LICENSE (if applicable)

(5.1) The Authority is granting the following lease or licence to the Supplier:

N/A

Signature for and on behalf of the Supplier:

Signature for and on behalf of the Authority:

Date Signed: 24/02/2025

Date Signed: 4/3/25

Annex A

Order Specific Key Provisions

1. Delivery and Risk:

- 1.1. The Supplier shall perform the Services at the Premises and location(s) set out in Section 2.2 of this order form.
- 1.2. The Supplier will ensure that the provisions of services are made in accordance with the terms of this Order Form including Annex A and the Call-Off Terms and Conditions.

2. Invoicing Process:

- 2.1 Payment terms are net 30 days from receipt of a valid invoice.
- 2.2 Within 10 (ten) Business Days of receiving the Supplier's countersigned copy of the Contract, the Authority will issue a unique purchase order ("PO") number for each location listed in this Contract. Each PO will be issued on an annual basis, covering a 12-month period at a time, rather than the full contract amount. The Supplier must have a valid PO number before submitting an invoice.
- 2.3 The Supplier shall provide an invoice to the Authority for all Goods received and accepted by the Authority.
- 2.4 The Supplier shall send all invoices for approval and shall include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed) before being submitted for payment.
- 2.5 All invoices must be sent quoting a valid purchase order number. The Supplier shall provide a current statement of accounts on a monthly basis; this is a standard commercial process and should show all invoices raised and amounts outstanding.
- 2.6 The Supplier shall provide compliant invoices that include a valid PO number, PO line item number (if applicable), PO line description, and the details (name and telephone number) of the Authority's authorised representative. Non – compliant invoices will be sent back to the Supplier, which may lead to a delay in a payment.
- 2.7 In support of the Services provided, the Supplier shall provide to the Authority a Service Report confirming provision of the Services at the Authority's nominated Delivery Location.
- 2.8 The UK Health Security Agency, 10 South Colonnade, London, E14 4PU. Supplier queries regarding payment must be forwarded to the Authority's Accounts Payable section by email to:
[REDACTED]