

**Appendix 1****PHE Scientific Framework Agreement Order Form****FROM**

<b>Authority:</b>	The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX (the “ <b>Authority</b> ”)
<b>Invoice address:</b>	Address: The UK Health Security Agency, Nobel House, Smith Square, London, SW1P 3JR Email: [REDACTED]
<b>Contract Manager:</b>	Name: [REDACTED] [REDACTED]
<b>Secondary Contact: e.g. business operational contact, project manager</b>	Name: [REDACTED] [REDACTED]
<b>Procurement lead</b>	Name: [REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: [REDACTED]  Address: UK Health Security Agency Nobel House, 17 Smith Square, London, SW1P 3HX
<b>Internal reference (if applicable):</b>	C118093

**TO**

<b>Supplier:</b>	Bruker UK Limited
<b>Contract Manager:</b>	[REDACTED] [REDACTED]
<b>Secondary Contact:</b>	N/A
<b>Account Manager:</b>	[REDACTED] [REDACTED]
<b>Name and address for notices:</b>	Name: Bruker UK Limited Address: Banner Lane, Coventry, West Midlands, CV4 9GH

**Applicable terms and conditions**

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

<b>Appendix A</b>	Call-off Terms and Conditions for the Supply of Goods and the Provision of Services	<b>Applicable to this Contract</b>
<b>Schedule 11</b>	Optional Additional Call-off Terms and Conditions for Maintenance Services	<input checked="" type="checkbox"/> (only applicable if this box is checked)
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"/> (only applicable if this box is checked)

**1. CONTRACT DETAILS****(1.1) Commencement Date:** 1 January 2023**(1.2) Services Commencement Date (if applicable):** 1 January 2023**(1.3) Contract Price ((i) breakdown and (ii) payment profile):**

1.3.1. The Contract Price is a maximum of two hundred and forty four thousand, seven hundred and thirty two pounds only (£244,732.00) (Excl. VAT), full details of which are contained in (Annex B – Summary of Contract Cost). For the avoidance of doubt, the Authority is not committed to pay the Contract Price.

1.3.2. The Contract Price includes labour, travel & accommodation, preventative maintenance and repairs as set out in the specification at section 2.

1.3.1 Any purchase orders issued by the Authority in respect of this Agreement does not form part of this Agreement.

**Invoiceable Charge Breakdown**

Instrument	Serial Number	Site	'New' / 'Old' Maldi	Contract Service Period	Cost (GBP)
Maldi ToF	189011270170	Colindale	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	269944.00642	Colindale	Old	01.01.2023 - 30.06.2023	██████
Maldi ToF	189011210021	Colindale	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	269956.01468	Porton	Old	01.01.2023 - 30.06.2023	██████
Maldi ToF	269944.00241	Birmingham	Old	01.01.2023 - 30.06.2023	██████
Maldi ToF	269956.01482	Birmingham	Old	01.01.2023 - 31.03.2024	██████
Maldi ToF	269944.00292	Bristol	Old	01.01.2023 - 30.06.2023	██████
Maldi ToF	269944.00264	Bristol	Old	01.01.2023 - 31.03.2024	██████
Maldi ToF	189011270037	Bristol	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	189011270058	Bristol MRL	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	189011270080	Manchester	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	189011270072	Manchester	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	189011270097	Manchester	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	189011270051	Cambridge	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	189011270052	Cambridge	New	01.01.2023 - 31.03.2024	██████
Maldi ToF	269944.00914	York (FWE)	Old	01.01.2023 - 31.03.2024	██████
<b>Total (excluding VAT)</b>					<b>244,732</b>

**(1.4) Term of Contract:**

1.4.1 This Contract shall commence on 1<sup>st</sup> January 2023 (the “Commencement Date”) and shall, subject to clause 1.5 and unless terminated earlier in accordance with its terms which includes 1.4.2, expire on 31<sup>st</sup> March 2024 (the “Term”).

1.4.2 The Authority may terminate the Contract for convenience of this Contract provided the Authority gives the Supplier not less than 90 days’ written notice.

**(1.5) Term extension options:**

1.5.1 None

**2. GOODS AND/OR SERVICES REQUIREMENTS****(2.1) Description of the Goods / Services:**

This Contract covers the service and maintenance of Qty 16 Bruker MALDI Biotyper instruments that are installed across the UKHSA’s lab network.

The service and maintenance of the equipment under this Contract shall be (the “Services”). Location of equipment is set out in Appendix 3 (Equipment to be serviced and maintained).

2.2 The Services shall be supplied in accordance with the following specification (the “Specification”):

2.2.1 The Supplier shall provide Bruker’s Complete Care service coverage for equipment located across the UKHSA’s lab network. Equipment list is set out in Appendix 3. Details of the Complete Care service coverage is as follows and as per commercial aspects set out in Appendix 2.

- One annual planned maintenance inspection visit carried out according to an instrument specific protocol
- Software updates
- The work and travel costs for service callouts are included
- The replacement parts for service callouts are included
- Weekday remote support Monday to Friday 09:00 - 17:00 (excludes public holidays)
- Out of hours remote support available Monday to Friday 17:00-23:00
- Weekend remote support available Saturday to Sunday 08:00-20:00
- Bank holiday remote support available 09:00-23:00 (excluding Christmas and New Year Day)
- Services to be provided during weekdays (Monday to Friday) between office hours (09:00 - 17:00), excludes public holidays
- Target call back after initial report (hours): 4
- Target reaction time on site after receipt (hours): 72
- Provide written confirmation of all works carried out.

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

The Supplier shall provide the services to the Laboratories as detailed in the specification above at 2.2 and locations below:

Equipment	Location	Serial Numbers
MALDI-TOF	BIRMINGHAM HEARTLANDS HOSPITAL BORDESLEY GREEN EAST BIRMINGHAM B9 5ST	269956.01482  269944.00241
	61 COLINDALE AVENUE COLINDALE LONDON NW9 5EQ	189011270170  269944.00642  189011210021
	PATHOLOGY SCIENCES BUILDING SOUTHMEAD HOSPITAL SOUTHMEAD ROAD WESTBURY ON TRYM BRISTOL BS10 5NB	269944.0029  189011270037  189011270058 (Mycology Reference Lab)  269944.0026
	MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG	269944.01468
	MANCHESTER MEDICAL MICROBIOLOGY PARTNERSHIP, CLINICAL SCIENCES BUILDING MANCHESTER ROYAL INFIRMARY OXFORD ROAD MANCHESTER M13 9WZ	189011270080  189011270072  189011270097
	CLINICAL MICROBIOLOGY AND PUBLIC HEALTH LABORATORY CMPHL LEVEL 6 BOX 236 ADDENBROOKE'S HOSPITAL CAMBRIDGE CB2 0QW	189011270051  189011270052
	FOOD, WATER AND ENVIRONMENTAL MICROBIOLOGY LABORATORY	269944.00914




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## Schedule 7 Ordering

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The Authority may, at any time by giving one (1) months' notice to the Supplier, add or remove instruments supplied by the supplier to the Authority to any of the laboratories in the UKHSA network and the charges shall change in proportion to such equipment changes. At the expiry of the notice period, the scope of the contract shall be extended or reduced and the contract price adjusted, as applicable to reflect the amended scope set out in the notice.

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

**(2.4) Performance standards:**

The Supplier shall deliver the Services to the standard set out within Clause 2.1, and Appendix 2, of this Order Form.

**(2.5) Quality standards:**

The Supplier shall maintain and repair the Instruments to the level of the Supplier's manufactured specifications as sold by the Supplier to the Authority.

**(2.6) Contract monitoring arrangements:**

The Authority Contract Manager and Supplier Contract Manager shall meet Monthly 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 (unless otherwise requested by the Authority).

**(2.7) Management information and meetings:**

At the Authority's request, within five (5) Working Days of such request, the Supplier shall provide such management information ('MI') 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). On a monthly basis the Supplier will provide a MI report that includes:

- List of current equipment 'Asset Register';
- Schedule of the equipment for Planned Maintenance in the forthcoming month;
- Schedule of the completed equipment Planned Maintenance;
- Number of service call outs received with reference to associated equipment serial number;
- Parts replaced including cost of parts and associated equipment serial number
- Downtime Notice requests received;
- Performance against Service Level agreement; and
- Details of callouts by laboratory, including root cause analysis.

The Contract Managers shall meet no less than quarterly to discuss the performance and above KPI's of this Contract (unless otherwise requested by the Authority).

**3. CONFIDENTIAL INFORMATION (if applicable)****(3.1) The following information shall be deemed Confidential Information:**

Pricing and individual contact details.

**(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:**

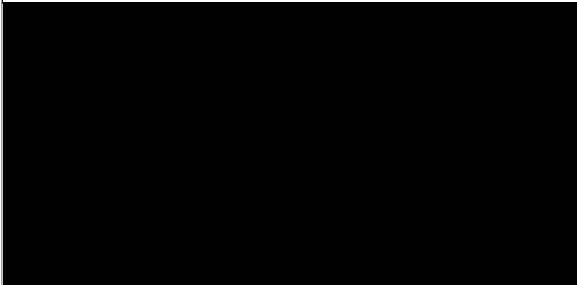

In accordance with the Data Protection Protocol.

**5. LEASE / LICENSE (if applicable)****(5.1) The Authority is granting the following lease or licence to the Supplier:**

Not applicable.

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Schedule 7 Ordering

For and on behalf of the Authority	For and on behalf of the Supplier
	
Date Signed: 16th December 2022	Date Signed: 12/12/2022



**Annex A****Order Specific Key Provisions****1. Delivery and Risk:**

1.1. The Supplier shall deliver the services to the locations set out in section 2.2 of the Order Form.

1.2. The Supplier will ensure that provision of the services are made in accordance with the terms of this Order Form including Annex A, Appendix 1 and the Call-Off Terms and Conditions, except that any contractual terms included in any quotations included in Appendix 1, 2, 3 or 4 do not form part of this contract.

**2. Invoicing Process:**

2.1 Payment terms are net 30 days from receipt of a valid invoice.

2.2 Within 10 Business Days of receipt of the Supplier's countersigned copy of the Contract, the Authority will send a unique purchase order ("the **PO**") number. The Supplier must be in receipt of a valid PO number before submitting an invoice. A PO will be issued by each of the 4 sites as set out in Appendix 3

2.3 The Supplier shall provide an invoice to the Authority for all Services received for each site and accepted by the Authority each month.

2.4 All invoices should be sent for approval and must include the proof of delivery to the Authority's designated finance mailbox e-mail: [REDACTED] and their agreed representative (to be confirmed at first Supplier meeting) 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 To avoid delay in payment it is important that the Supplier provides a compliant invoice that includes, as a minimum, 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 If you have a query regarding an outstanding payment, please contact our Accounts

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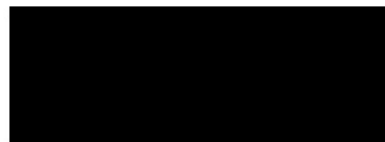
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Payable section by email to:



**Annex B – Supplier Quotation****Quote****Service Contracts - Complete Care - UKHSA**

Quote No.: O-43930-3  
 Our Contact: [REDACTED]  
 Quote Date: 07/12/2022  
 Quote Expires: 31/12/2022



#	Part No.	Description	Unit List Price	Qty	Discount	Extended Price
1	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Addenbrookes Hospital, Cambridge Contract end - 31/03/2024  MALDI Biotyper sirius IVD System S/N: 189011270051	[REDACTED]			
2	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Colindale Contract end 31/03/2024  MALDI Biotyper sirius IVD System S/N: 189011210021	[REDACTED]			
3	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Bristol - Mycology Contract End - 31/03/2024	[REDACTED]			

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Procedures

Schedule 7 Ordering



#	Part No.	Description	Unit List Price	Qty	Discount	Extended Price
		MALDI Biotyper sirius IVD System S/N: 189011270058				
4	DAL00279	<b>LabScape Complete MALDI Biotyper</b>				
		Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.				
		Bristol Contract end - 31/03/2024				
		MALDI Biotyper sirius IVD System S/N: 189011270037				
5	DAL00279	<b>LabScape Complete MALDI Biotyper</b>				
		Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.				
		Manchester Royal Infirmary Contract end - 31/03/2024				
		MALDI Biotyper sirius IVD System S/N: 189011270080				
6	DAL00279	<b>LabScape Complete MALDI Biotyper</b>				
		Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.				
		Manchester Royal Infirmary Contract end - 31/03/2024				
		MALDI Biotyper sirius IVD System S/N: 189011270097				
7	DAL00279	<b>LabScape Complete MALDI Biotyper</b>				
		Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.				
		Addenbrookes Hospital, Cambridge Contract end - 31/03/2024				
		MALDI Biotyper sirius IVD System S/N: 189011270052				
8	DAL00279	<b>LabScape Complete MALDI Biotyper</b>				
		Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.				
		Manchester Royal Infirmary Contract end - 31/03/2024				
		MALDI Biotyper sirius IVD System S/N: 189011270072				

PHE Public Health Microbiology Framework  
Procedures

Schedule 7 Ordering



#	Part No.	Description	Unit List Price	Qty	Discount	Extended Price
9	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Colindale Contract end - 31/03/2024  MALDI Biotyper sirius IVD System S/N: 189011270170				
10	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Birmingham Contract end - 30/06/2023 This instrument is 10 years old. No further contract can be offered after expiry  microflex LT/SH MALDI-MS System S/N: 269944.00241				
11	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Southmead Hospital, Bristol Contract end - 30/06/2023 This instrument is 10 years old. No further contract can be offered after expiry  microflex LT/SH MALDI-MS System S/N: 269944.00292				
12	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Southmead Hospital, Bristol Contract end - 31/03/2024 This instrument will be 10 years old at time of contract expiry. No further contract can be offered after expiry  microflex LT/SH MALDI-MS System S/N: 269944.00264				
13	DAL00279	<b>LabScape Complete MALDI Biotyper</b>  Bruker LabScape Complete Maintenance Service Agreement is a maintenance service agreement, which provides complete service coverage. A detailed overview of the services covered can be found in the attached product description.  Colindale Contract end - 30/06/2023				





**Annex C Service Plan****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.
4. Excluded services:
  - a. Hardware necessary to upgrade system compatibility.
  - b. Requalification (IQ/OQ/PV) is not included in this contract.
  - c. Contract does not cover the following items unless otherwise stated: Printers, Robotics, Galaxies, non-Bruker instruments or consumables (Capillaries, Targets, Chemicals, etc.).
  - d. Relocation.
  - e. All 3<sup>rd</sup> party software and software subscriptions. Excludes any license subscriptions. Major revision changes or upgrades may include a fee.
  - f. Further exclusions are noted in the Terms and Conditions.