



The Science Inside

[REDACTED FOI EXEMPT]
[Commercial Officer]
t [REDACTED FOI EXEMPT]
e [REDACTED FOI EXEMPT]
w dstl.gov.uk

Operations Division
Dstl Portsdown West
Fareham, Hampshire
PO17 6AD
United Kingdom

FAO – Delegated Contract Staff
TSI Instruments Ltd
Stirling Rd Cressex Business Pk
High Wycombe
Buckinghamshire
HP12 3ST
United Kingdom

Your Ref:
[REDACTED FOI EXEMPT]

Date: 23rd Jan 2023

Dear Sirs,

Contract DSTL0000012287 – DSTL PARTICLE SIZER PROCUREMENT

Reference:

- A. TSI Instruments Ltd. Quotation # [REDACTED FOI EXEMPT] for Dstl requested procurement, dated 25th July 2022.
B. E-Mail between [REDACTED FOI EXEMPT] and [REDACTED FOI EXEMPT] regarding agreement of negotiated terms of purchase, dated 23rd December 2022.

1. This offer of contract follows the ongoing e-mail correspondence between the UK Defence Science and Technology Laboratory (Dstl - a part of the UK Ministry of Defence (MoD) – hereafter known by 'The Authority')) and TSI Instruments Ltd., and the receipt of a Quotation for requested articles ([REDACTED FOI EXEMPT]).
2. Terms and Conditions of the Contract which will result from TSI's acceptance are those agreed under the negotiated Contract Terms by which this purchase is governed, attached with this offer of contract. The Purchase Order (PO) number relating to works under the Contract is **DSTL0000012287** – please reference this in task related correspondence.
3. Payment will be made following the Authority's acceptance of physical articles as described in your aforementioned Quotation (#[REDACTED FOI EXEMPT]) and outlined in this document and Purchase Order provided. Reasonable efforts shall be made by TSI to provide requested articles to the Authority at an agreed upon time. For the removal of doubt, the value of this transaction totals **£129,910.00 GBP (ex VAT)**, with intended delivery of physical articles to Dstl's premises due before 30th April 2023.
4. The Authority proposes to enter into the above contract exceptionally by an exchange of digital signatures and authorised e-mail confirmation, rather than the signing of hard copies. Please arrange for a person the Supplier authorises to provide formal acceptance of this offer by completing the table overleaf and returning by e-mail to the address above. No Contract will come into existence until you have accepted the Authority's Offer in accordance with the above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any work undertaken by you; or costs incurred by you.

Yours sincerely,

[REDACTED FOI EXEMPT]
[Dstl Commercial Officer]

Ministry of Defence
Offer and Acceptance of Contract

To: **[REDACTED FOI EXEMPT]**, Dstl Commercial Officer

TSI Instruments Ltd. acknowledges receipt of Dstl's Letter of Contract, dated 23rd January 2023, to invoke the supplier's submitted quotation for the provision of described articles under the contract. We confirm that by accepting the Authority's offer, both parties shall be bound by the rights and obligations described therein.

<p>Section A) Contract Offer</p> <p>Invoking the contract 'Dstl Particle Sizer Procurement' (ref. DSTL0000012287) is formed by Dstl's offer of contract, as described above, under the Terms and Conditions attached with this offer.</p> <p>Signed by -</p> <p>Name (Block Capitals): [REDACTED FOI EXEMPT]</p> <p>Position: Dstl Commercial Officer</p> <p>For and on behalf of The Authority (The UK Defence Science and Technology Laboratory (Dstl), part of the UK Ministry of Defence (MoD))</p> <p>Authorised Signatory: [REDACTED FOI EXEMPT]</p> <p>Date¹: 23rd Jan 2023</p>	<p>Section B) Contract Acceptance</p> <p>We accept to undertake the 'Dstl Particle Sizer Procurement' (DSTL0000012287) for the provision of articles described in quotation #[REDACTED FOI EXEMPT], under the Terms and Conditions attached with this offer.</p> <p>Signed by -</p> <p>Name (Block Capitals): [REDACTED FOI EXEMPT]</p> <p>Position: [REDACTED FOI EXEMPT]</p> <p>For and on behalf of TSI Instruments Ltd.</p> <p>Authorised Signatory: [REDACTED FOI EXEMPT]</p> <p>Date: 25/01/2023</p>
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¹ The date of unqualified acceptance by both parties signature is the effective date of the contract



Ministry
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Terms and Conditions for Contract

DSTL0000012287

DSTL PARTICLE SIZER PROCUREMENT

Schedule 1 – Terms and Conditions of Contract

[REDACTED FOI EXEMPT]

Schedule 2 – Schedule of Requirements for Contract

Contractor: TSI Instruments Ltd Stirling Rd Cressex Business Pk High Wycombe Buckinghamshire HP12 3ST United Kingdom	Schedule of Requirements for Task: Dstl Particle Sizer Procurement TSI Instruments Ltd. <u>Quotation #</u> [REDACTED FOI EXEMPT]	Buyer Consignee: [REDACTED FOI EXEMPT] Dstl Porton Down Porton Down, Salisbury, SP4 0JQ United Kingdom
Issued on: 23rd January 2023		Contract No: DSTL0000012287 To be quoted on all correspondence

Table I - Schedule of Requirements				
Qty	Ref.	Description	Unit Price	Amount
2.00	3330	Optical Particle Sizer Spectrometer - includes operation manual, power supply, one battery, purge filter, USB cable, carrying case and Aerosol Instrument Manager software for the OPS	[REDACTED]	[REDACTED]
2.00	3321	Aerodynamic Particle Sizer - Aerodynamic Particle Sizer® Spectrometer including Aerosol Instrument Manager® Software for Model 3321	[REDACTED]	[REDACTED]
Subtotal				[REDACTED]
Freight (Qty x 1)				[REDACTED]
Total Amount GBP (ex VAT)				£129,910.00

Table II - Packaging Requirements			
Item No.	Description	Qty	Adjustments
All	[REDACTED FOI EXEMPT]	1	Nil

Table III – Duration of Contract			
Item No.	Commencement Date	Completion Date	Delivery Conditions of Contract
All	Date of supplier countersignature	Intended on or before 30 th April 2023 Accounting for supplier estimated lead times up-to 12 calendar weeks.	Comprising of the following, in order of precedence where terms conflict: 1. 'Dstl Particle Sizer Procurement' Terms and Conditions of Contract (this document including Schedules) 2. TSI Instruments Ltd. Quotation # [REDACTED FOI EXEMPT]

Table IV – Contract Data Sheet	
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail.</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>The Authority's Representative (Commercial):</p> <p>[REDACTED FOI EXEMPT]</p> <p>The Contractor's Representative (Commercial):</p> <p>[REDACTED FOI EXEMPT]</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	[REDACTED FOI EXEMPT]
Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	[REDACTED FOI EXEMPT]
Clause 10 – Delivery/Collection	[REDACTED FOI EXEMPT]
Clause 12 – Packaging and Labelling of Contractor Deliverables	[REDACTED FOI EXEMPT]
Classification	<p>Classification of work and deliverables carried out by the Contractor:</p> <p>[REDACTED FOI EXEMPT]</p>

Schedule 2 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract

PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>		DSTL0000010672			
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>	
1	Optical Particle Sizer Spectrometer	3330	[REDACTED FOI EXEMPT]	TSI Instruments Ltd.	
2	Aerodynamic Particle Sizer	3321	[REDACTED FOI EXEMPT]	TSI Instruments Ltd.	

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

NIL RETURN for non-bespoke product. As advertised by supplier with restrictions as per Schedule 2 Part A.

Appendix – Addresses and Other Information	
1. Dstl Commercial Point of Contact: [REDACTED FOI EXEMPT]	2. Dstl Demand Owner: [REDACTED FOI EXEMPT]
3. Bill Paying Branch: [REDACTED FOI EXEMPT]	4. Consignment Instructions: [REDACTED FOI EXEMPT]
5. TSI Instruments Point of Contact: [REDACTED FOI EXEMPT]	8. Notes: [REDACTED FOI EXEMPT]

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