

Rate Contract
Government of India
Directorate General of Supplies & Disposals
Jeevan Tara Building, 5 Sansad Marg,
New Delhi - 110001
Tel Number 23360610/23360537

Rate Contract no. GENTESTING/IT-3/RC-D2090000/0710/83/F0177/1581
Dated 21-DEC-09

To,
AGMATEL INDIA PVT LTD
E-366, 2nd Floor, Nirman Vihar, Vikas Marg, Delhi - 110092
Mr. A.K. Aggarwal-9810054742, E-mail : aka@agmatel.com
Mr. Vijay Malhotra-9810054741
Ph:011-22462256 / 22456529 / 43064306
Fax : 011-22019833

Sub : Rate Contract for supply of General Purpose Testing Instruments
Validity : From 21-DEC-09 To 31-DEC-10

Ref:(1) This office Tender Enquiry No. GENTESTING/IT-3/RC-2090000/0710/83
Opened on 21-JUL-09
(2) Your Quotation No. AIPL/DGS&D/Gentesting/DMM-RC-1 And Dated
20-JUL-09

Dear Sir,

You are hereby informed that your above referred tender read with subsequent letters mentioned above for the Stores specified in the Schedules annexed has been accepted. This rate contract will will be governed by the terms and conditions brought in the Form no DGS&D 1001 available from dgs&d sales counter on payment of Rs. 50/-. The Rate Contract and the schedules annexed here to shall be the sole repository of this Rate Contract/Transaction.

SCHEDULES ANNEXED

- 1.Schedule "A" Description of stores, prices, duties/Taxes.
- 2.Schedule "B" special conditions of contract/Other information.
- 3.Schedule "C" Information to DDOs about parallel rate contracts.
4. Annexure - Technical Specification

Yours Faithfully,

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Assistant Director(S) Section Officer/Dy. Director
for and on behalf of the purchaser named in the Form DGS&D 1001.

COPY TO:

1. The Chief Controller of Accounts, Department of commerce, New Delhi/
COA Mumbai/COA Kolkata, COA Chennai.
(Through authentication cell) This issues with the approval of competent authority.
2. Deputy Director General of Supplies & Disposals, Chennai-10 copies each.
3. Deputy Director General of Supplies & Disposals, Kolkata-10 copies each.
4. Deputy Director General of Supplies & Disposals, Mumbai-10 copies each.
5. Deputy Director General (QA), Kolkata-10 copies each.
6. Deputy Director General (QA), Chennai-10 copies each.
7. Deputy Director General (QA), Mumbai-10 copies each.
8. Deputy Director General (QA), DGS&D-10 copies each.
9. Inspection Authority ADG (QA) DGS&D New Delhi - 110001.
10. Quality assurance Officer Director (QA) Delhi Directorate/Mumbai, Chennai/Kolkata.
11. Concurrent Audit.
12. MIS Cell
13. Ledger Clerk
14. O.L. Section
15. All Direct Demanding Officers as per mailing list maintained by DGS&D.



Assistant Director(S) Section Officer/ Deputy Director
FOR DIRECTOR GENERAL OF SUPPLIES & DISPOSALS

SCHEDULE - A

1. Rate Contract No:-GENTESTING/IT-3/RC-D2090000/0710/83/F0177/1581
Dated 21-DEC-09 For the Supply of General Purpose Testing Instruments

2. Advance Rate Contract No.:Nil
Dated

3. (a) Name and Full Address of the Firm:-

AGMATEL INDIA PVT. LTD.
E-366, 2nd Floor, Nirman Vihar, Vikas Marg, Delhi 110092
Mr. A.K. Aggarwal-9810054742, E-mail:aka@agmatel.com
Mr. Vijay Malhotra-9810054741
Ph:011-22462256 / 22456529/ 43064306
Fax:011-22019833

DELHI - 110092
Tel. No. - 011-22462256/2245652
Fax - 011-22019833
Email - aka@agmatel.com

(b) Name and Full Address of Manufacturer :-
As per Schedule B

(c) Brand : FLUKE

4. Validity Of Rate Contract : 21-DEC-09 To 31-DEC-10

5. Description of Item, Specification, Unit, Rate

Item No.	Model No.	Store Description	Unit	Rate (in Rs.)
4	Fluke 1550B	Insulation Tester	Description: Portable, Measurement range: 200 K ohm to 1.0 T ohm NOS.	144355 Rs. ONE LAKHS FORTY- FOUR THOUSAN D THREE HUNDRED FIFTY- FIVE ONLY
7	Fluke 115	Hand Held Multimeter	Digits : 3.5, Type : True RMS, Counts:4,000 NOS.	6933 Rs. SIX THOUSAN D NINE HUNDRED THIRTY-

6-Terms of Delivery:	Free Delivery at consignee's premises.
7-Excise Duty:	Not Applicable
8-Sales Tax:	CST/VAT extra @12.5% or as applicable at the time of delivery
9-Delivery Period :	Withing 10 to 12 weeks from the date of receipt of technically and commercially clear order along with road permit/customs duty exemption certificate/Octrol exemption certificate wherever applicable.
10-Annual Turnover/Monetary Limit:	Without Limit
11-Payment Terms:	As per Schedule B
12-Slab Discount Clause:	As per Schedule B
13-Prices:	FIXED
14-Quality Offered:	N.A.
15-Minimum Quantity in Single Supply Order:	Rs. 1 Lakh per consignee.
16-Mimumum order Value in Single Supply Order:	Rs. 1 Lakh per consignee.
17-Status of the RC Holding Firm:	LSI
18-Paying Authority:	Ther Chief Controller of Accounts, Deptt. of Supply 16A, AKBAR ROAD New Delhi - 110011
19-Inspection Authority:	For Civil and Defence ADG(QA), Jeevan Tara Building, Parliament Street, New Delhi
20-Quality Assuurance Officer:	For Civil and Defence Director (QA), Delhi Directorate, Jeevan Tara Building, 4th Floor, Sansad Mar, New Delhi - 110001
21-Place where the stores are to be Tendered for Inspection	B-28, Patparganj Industrial Area, Delhi - 110092
22-R/C is DDOs Operated:	Yes
<p>With effect from First October two thousand eight (01-10-2008), all supply order(s) against this Rate Contract must be placed by Direct Demanding Officer(s) on-line through D.G.S&D web site (www.dgsnd.gov.in) (Indentor's page) only. Supply order(s) in any other form placed on or after 01-10-2008 shall not be valid and shall not be acted upon by the contractor or any other concerned agencies.</p> <p>DDO shall download the supply order and send an ink signed copy to the concerned paying authority specified in the rate contract through Registered / Speed post immediately after on-line placement of Supply order(s).</p>	
23-Packing & Specification	see annexure



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Asst. Director (s) / Section Officer / Dy. Director
for and behalf of the purchaser named in the Form DGS&D 1001.

All the R/C particulars including prices in respect of individual R/Cs are available on DGS&D website which can be accessed by all. The DGS&D website is <http://dgsnd.gov.in>

SCHEDULE - B

RC Specification: A. Refer Annexure- A for detailed specification and make & models.

B. Demonstration of the subject Stores will be carried out free of cost.

C. Country of Origin: USA, China, Singapore, Taiwan.

D. All DDOs / Indentors are advised to place their orders on R/C holding firm only, otherwise DGS&D shall not be responsible for any contractual complications including, quality & completeness of the materials ordered.

Special Conditions of Contract:

1. Insurance : As per DGS&D standard transit insurance clause, it will be responsibility of supplier for safe arrival of stores in full and good conditions at user's point and purchaser will not pay separately for transit insurance clause.

2. Name & Address of the Manufacturers:

(A) Fluke Corporation 6920 seaway Blvd, Everett, WA USA 98203

(B) 139 Alley 2638 Hongmei South Road Minhang Dist 201108 Chananghai City China

(C) No 3 Sheng-LI Street Hsin-Tien Village, Jen-TE Hsing Tainan Hsien, Taiwan ROC,

(D) Through Subsidiary-Fluke South Pte. Ltd, 60 Alesandra Terrance, #3-16, The Comtechy (Loddy D) Singapore

(E) Fluke South Pte. Ltd, 60 Alexandra Terrance, #3-16 The Comtechy (Loddy D) Singapore

3. Warranty Terms : One year from the date of installation or receipt of stores.

4. Payment terms:

98% payment would be payable against proof of inspection and consignee receipt certificate issued by consignee for having received the stores in full and in good conditions. The balance 2% after successful demonstration and acceptance of stores by consignee and on submission of Bank Guarantee for balance 2% value of order valid till 2 months beyond the warranty period of 1 year indemnifying the purchaser against all losses incurred by the purchase during the guarantee / Warranty.

5. No assistance for import of finished product or raw material will be provided.

6. Octroi Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octroiduty, terminal tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Contractors should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty/Octroi duty, Terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the purchase officer or indentor concerned, to avoid payment of such local taxes or duties. Octroi, entry tax etc. on buyers account in absence of relevant exemption certificate.

7. Supply of Road Permits/Way bill by the indentor/consignees:

In all such cases where the requirement of Road permit/Way Bills for entry of goods into a particular State is mandatory, the following provisions shall be strictly followed :-

(a) The supplier shall request the indentor/consignee for providing Road permit/Way bill within 10 days of the receipt of the Supply order. The supplier shall furnish all the necessary information and documents in this regard to indentor/consignee.

(b) On receipt of the above request from the supplier, the indentor/consignee concerned shall arrange to provide the Road

permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice.

(c) The supplier shall not be held responsible for any delay in supply due to non-supply/delayed supply of Road permit/Way bill by the indenter/consignee.

(d) All cases of abnormal delay in providing requisite details/documents by the supplier or issue of Road permit/Way bill by indenter/consignee, the same shall be reported to DGS&D.

8. Signing of Inspection Notes issued by QA Wing of DGS&D : Instructions to indentors/Consignees.

Advance payment Copy of inspection Note for claiming 98% payment (copy No 1):

This is a provisional receipt. It only be tokens the receipt of stores by the consignee and is without prejudice to his right of inspection and rejection under the general condition to contract. It is issued on said to contain basis the Contractor remaining responsible for proving the total quantities actually delivered. Consignee mentioned in the inspection Notes should sign (in INK) & put this official rubber stamp on the Advance Payment Copy of Inspection Notes IMMEDIATELY on the receipt of the material and handover the same to the company's authorized representative. Where this is not possible or inconvenient, it should be signed (in INK) by an official authorized by the consignee in that behalf. In such cases, the official signing the receipt certificate should indicate his designation and the official on whose behalf he is signing; and put his official rubber stamp.

Balance payment & Accounts Copy of Inspection Note (Copy no 2 & 5) for claiming 2% balance payment. Within 90 days from the date of material received. Consignee mentioned in the inspection Notes should sign (in INK) & put his official rubber stamp on the Balance & Accounts office copy of Inspection Notes and should fill up the column of Receipt Voucher No. In cases where the supply is incomplete or defective of the supplier do not carry out commissioning/demonstration of the stores within the period as per (I)above, the consignee shall report such cases immediately to the supplier and DGS&D.

In cases where the consignees do not release copy 2 and 5 of I/Notes within the period as (I)above for the reasons which are considered not valid by the supplier, they may approach DGS&D with complete detail for authorization of balance payment without copy 2 and 5 of I/Notes and the same shall be considered by DGS&D on merits of each case.

9. Individual Validated License : Please note that organizations requiring individual validated licenses (IVL), as determined by US government, need to furnish license application. Please note that order acceptance & shipment will be performed only after receipt of IVL approval from US government of Commerce / Fluke Inc.

10. Liquidated Damages : Levy of Liquidated Damages shall be exempted in cases where delay is due to non-receipt of CDE certificate, Road Permit or other such relevant documents (for effecting deliveries)from the customer or under force-de-majeure conditions.

11. DELIVERY : 10-12 Weeks from the date of receipt of order/Custom Duty Exemption Certificate/End user certificate / Road permit / Octroi Exemption / State Entry Tax wherever applicable. The above delivery period is applicable for max. qty of 50 Nos per order. Subsequently 25 nos shall be supplied every 45 days in case single order is more than 25 nos. Partial supply & payment for quantities greater than 25 units, deliveries shall be executed in phases, as payments are effected on prior shipments.

Delivery period will be reckoned from the date of receipt of order and / CDEC and road permit wherever applicable.

12. We shall offer the following discount on all items on accounts of C.D. Exemption certificate, subject to minimum order value of Rs. 5 Lakhs per order.

13 CDE Discount : (a) 17.7% for defence customer as per custom notification 39/96 against valid custom duty exemption certificate

or



(b) 10% for others like education customer as per custom notification 51/96 against valid custom duty exemption certificate. The CDEC discounts will be applicable on min order value of Rs. 5 lacs.

Annexure - A for detailed specification and make & models:

Item no 4:

Model : 1550B

Make : Fluke

Portable Megohm Meter (Insulation tester), Test Voltage 250V, 500V,1000V, 2500V and 5000V, Resistance measurement up to 1 Teraohm, Leakage current, Live circuit indicator, Overload protection, PC interface with standard accessories.

Unit Price : Rs. 1,44,355/- + Taxes

Item no 7:

Model : 115

Make : Fluke

True RMS Handheld DigitalMultimeter, 6000 Count with Bargraph, Basic DC Voltage accuracy (0.5% +2 counts), Measurement 600 VAC/DC, 10A AC/DC, 40 M Ohm Resistance, Continuity, Diode test, Capacitance and Frequency, Large LED Backlight Display, Min/Max Function with standard acces

Unit Price : Rs. 6933/- + Taxes

