

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. RF SGFG/IT-4/RC-D2050000/1210/84/F0177/1267
Dated 09-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 RF Signal Generators and Function Generators
Validity: From 01-JAN-10 To 31-DEC-10 .

Ref: (1) This Office Tender Enquiry No. RF SGFG/IT-4/RC-D2050000/1210/84
Opened on 08-OCT-09.
(2) Your Quotation No. AIPL/TMI/AFG-SSG-RC-4 And Dated
03-OCT-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 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,

()

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.: - RF SGFG/IT-4/RC-D2050000/1210/84/F0177/1267
Dated 09-DEC-09 For the Supply of RF Signal Generators and Function Generators

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 :-

1. Tektronix Inc. P.O. Box- 500, Beaverton, OR 97077 U.S.A
for Programmable Function Generators.
2. Rohde & Schwarz GMBH & CO. Germany for RF Signal Generators

(c) Brand: R&S-SG, Tek- AFG

4. Validity of Rate Contract: 01-JAN-10 To 31-DEC-10

5. Description of Item, Specification, Unit, Rate

Item Model No. No.	Store Description	Description	Unit	Rate (in Rs.)
2	R&S/SMF RF Signal Generators 100A+B12 2+B2+B20 +B26+K3 +K4+B83 +Adaptor+ RO3+K23	Description: 10 MHz to 20 GHz	NOS.	2487922 Rs. TWENTY- FOUR LAKHS EIGHTY- SEVEN THOUSAN D NINE HUNDRED TWENTY- TWO ONLY
5	Tektronix/ AFG3022 B	Programmable Function Generators Description: 20 MHz two channel	NOS.	132862 Rs. ONE LAKHS THIRTY-

				TWO THOUSAN D EIGHT HUNDRED SIXTY- TWO ONLY
7	Tektronix/ Programmable Function AFG3102 Generators	Description: 80 MHz two channel	NOS.	237255 Rs. TWO LAKHS THIRTY- SEVEN THOUSAN D TWO HUNDRED FIFTY- FIVE ONLY
9	Tektronix/ Programmable Function AFG3252 Generators	Description: 200 MHz two channel	NOS.	419469 Rs. FOUR LAKHS NINETEEN THOUSAN D FOUR HUNDRED SIXTY- NINE ONLY

6-Terms of Delivery:	Free delivery at consignee's premises including installation / eommissioning.
7-Excise Duty:	Not Applicable
8-Sales Tax:	CST / VAT Extra @4% or as applicable at the time of shipment
9-Delivery Period:	As per Schedule B
10-Annual Turnover/Monctary Limit:	Without Limit
11-Payment Terms:	As per Schedule B
12-Slab Discount Clause:	As per Schedule B
13-Prices:	FIXED
14-Quantity Offered:	Monetary Limit :Without Limit
15-Minimum Quantity in Single Supply Order:	Without Limit
16-Minimum order Value in Single Supply Order:	Without Limit
17-Status of the RC Holding Firm:	LSI
18-Paying Authority:	The Chief Controller of Accounts, Deptt. of Supply 16A, AKBAR ROAD New Delhi -110011
19-Inspection Authority:	For Civil and Defence

20-Quality Assurance Officer:

ADG(QA),Jeevan Tara Building,Parliament Street
New Delhi

For Civil and Defence
Director(QA), Delhi Directorate,
Jeevan Tara Building, 4th Floor, Sansad Marg
New Delhi
DELHI -110001

21-Place where the Stores are to be Tendered
for Inspection:

At firm's premises i.e. B-28, Patparganj Industrial Area, Delhi-
92

22-R/C is DDOs Operated:


Yes

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.

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).

23-Packing & Specification :

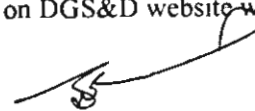
see annexure



()

Asstt. 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. Country of Origin: China / USA for AFG and Germany for Signal Generator.

C. All DDOs / Indentors are advised to place their on line supply 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. A copy of on line supply order duly in signed & stamped may be forwarded to CCA, New Delhi and Supplier.

D. Delivery Period Clause:

i) FOR CUSTOM DUTY PAID ORDERS: 12-16 weeks from the date of receipt of confirmed order, receipt of Road Permit, End User Certificate & Octroi Exemption Certificate wherever applicable. In case single order is more than 50 nos. the first 50 Nos. shall be supplied as mentioned above i.e. within 12 - 16 weeks and subsequently further 25 Nos. shall be supplied every 45 days thereafter.

ii) FOR CUSTOM DUTY EXEMPTION ORDERS: 8 - 10 Weeks from the date of receipt of custom duty exemption certificate, In case single order is more than 50 Nos., the first 50 Nos. shall be supplied as mentioned above i.e. within 8 to 10 weeks & subsequently further 25 Nos. shall be supplied every 45 days thereafter.

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. WARRANTY: 3 Year on Arbitrary Function Generator and Signal Generators. 1 Year for Optional Accessories and Probes. Please note that the Calibration Certificate supplied along with main equipment is valid for 1 year

3. 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 3 years indemnifying the purchaser against all losses incurred by the purchase during the guarantee/warranty.

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

5. Octroi Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octroi duty, 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 indenter concerned, to avoid payment of such local taxes or duties. Octroi, entry tax etc. on buyers account in absence of relevant exemption certificate.

6. Supply of Road Permits/ Way bill by the indenter/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 indenter/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 Indenter/consignee.

(b) On receipt of the above request from the supplier, the indenter/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.

7. 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 rights 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 his 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 columns of Receipt Voucher No. In cases where the supply is incomplete or defective or 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 details 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..

8 End User Certificate: Please note that End User Certificate is required for Tek products. Delivery shall be subject to approval of end user certificate by Tektronix / US deptt of commerce.

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 from US government.

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

11. CDE discount Clause :

(i) We shall offer the following discount against valid Custom Duty exemption Certificate on AFG and Signal Generators. (a) 17% for Defence customers (where present rate custom duty is nil as per custom notification 39/96) against valid CDE Certificate. Orders with multiple quantity will receive an additional discount of zero point four percent ratcheted at 50 units or (b) 10% for order customers like Education (where present rate of custom duty is 9.3% as per custom notification 51/96) against valid CDE Certificate

(ii) CDE Discount on AFG/SSG shall be applicable only on a single order value of Rs. 5 Lacs or more.

Annexure- A (Schedule-1 for R&S Make Signal Generator)

Item No. 2. i.e. Signal Generator Basic Unit.
Requires Option SMF-B122 Frequency Range 1 GHz - 22 GHz
Model No.: SMF100A

2(a) Option: Frequency Range 1GHz to 22GHz (Factory Fitted)
Model No.: SMF-B122

2(b) Option: Frequency extension 100KHz to 1GHz (Factory fitted)
Model No.: SMF-B2

2(c) Option: AM/FM/Phase Modulation/LOG AM Modulator
Model No.: SMF-B20

2(d) Option: Step attenuator 100 kHz - 22 GHz (Factory fitted only)
Model No.: SMF-B26

2(e) Option: Narrow Pulse Modulation
Model No.: SMF-K3

2(f) Option: RF Analog Sweep
Model No.: SMF-K4

2(g) Option: Removable GPIB
Model No.: SMF-B83

2(h) Option for three year warranty (One year standard warranty+ 2 year additional warranty)
Model No.: RO3

2(i) Test Port Adapter

2(j) Option: Pulse Generator
Model No.: SMF-K23

Total- for items no. 2, 2(a), 2(b), 2 (c), 2(d), 2 (e), 2(f), 2 (g), 2 (h), 2(i) 2(j)}

Total Price Rs. 24,87,922/-

Item No. 05.

Model No.: AFG3022B

Make: Tektronix

Model : Description: Arbitrary Function Generator 1µHz to 25MHz, 2 Channel, 5.6" Colour Display, AM/FM/PM/FSK/PWM, Sweep, Burst with USB, GPIB and LAN interface and with 3 year warranty

Total Price : Rs. 1,32,862/-

Item No. 07

Model No. : AFG3102

Make: Tektronix

Model Description: Arbitrary Function Generator 1µHz to 100MHz, 2 Channel, Color Display 5.6" Colour Display, AM/FM/PM/FSK/PWM, Sweep, Burst with USB, GPIB and LAN interface with 3 year warranty

Total Price : Rs. 2,37,255/-

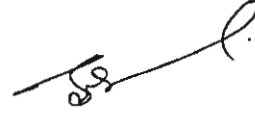
Item No. 09

Model No. : AFG3252

Make: Tektronix

Model Description: Arbitrary Function Generator 1 μ Hz to 240MHz, 2 Channel, Color Display 5.6" Colour Display, AM/FM/PM/FSK/PWM, Sweep, Burst with USB, GPIB and LAN interface with 3 year warranty

Total Price : Rs. 4,19,469/-

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.