

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. S_ANA/IT-4/RC-D2060000/1109/84/DA377/1155
Date 16-JAN-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

Phone No. 011-22462256 / 22456529

Fax No. 011-22019833

Sub: Rate Contract for supply of Spectrum Analyzer & Signal Analyzer
valid from 16-JAN-09 To 31-JAN-10 .

Ref: (1) This Office Tender Enquiry no S_ANA/IT-4/RC-D2060000/1109/84
opened on 14-OCT-08.
(2) Your Quotation No AIPL/TMI/DGS&D/S_ANA/RC-2 And Dated
14-OCT-08.

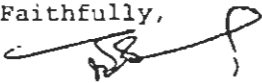
Dear sir,

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 Call
13. Ledger clerk
14. O.L. Section
15. All Direct Demanding Officers as per mailing list maintained by DGS&D.


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


SCHEDULE - A

1. RATE CONTRACT No.: -S ANA/IT-4/RC-D2060000/1109/84/DA377/1155
Dated 16-JAN-09 FOR THE SUPPLY OF Spectrum Analyzer & Signal Analyzer

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

Phone No. 011-22462256 / 22456529

Fax No. 011-22019833

DELHI - 110092

Tel. No. - 011-22462256/2245652

Fax - 011-22019833

Email - aka@agmatel.com

(b) NAME AND FULL ADDRESS OF MANUFACTURER -

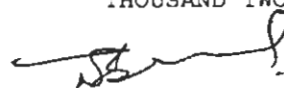
i. Rohde & Schwarz International GmbH, Postfach 801460
Munchen, Germany, ii. Rohde & Schwarz Messgeraetebau GmbH,
Riedbachstrasse 58-87700 Memmingen, PO No. 1652-87686, Memmingen
Germany

(c) BRAND: R&S

4. VALIDITY OF RATE CONTRACT :: 16-JAN-09 To 31-JAN-10

5. DESCRIPTION OF ITEM, SPECIFICATION, UNIT, RATE

Item No.	Model No.	Store Description	Description	Unit	Rate
1	FSL 3 + FSL-B7 + FSL-B22	Spectrum Analyzers	Description: Spectrum Analyzer .3GHz	NOS.	758617 Rs. SEVEN LAKHS FIFTY- EIGHT THOUSAND SIX HUNDRED SEVENTEEN ONLY
2	FSL- 6+FSL-B7 +FSL-B22	Spectrum Analyzers	Description: Spectrum Analyzer 6GHz	NOS.	896261 Rs. EIGHT LAKHS NINETY-SIX THOUSAND TWO



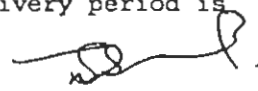
					HUNDRED SIXTY-ONE ONLY
3	FSL-18 + FSL-B7+FSL-B22+FSL-B4	Spectrum Analyzers	Description: Spectrum Analyzer 13GHz	NOS.	1677010 Rs. SIXTEEN LAKHS SEVENTY-SEVEN THOUSAND TEN ONLY
4	FSP-30 + FSP-B20	Spectrum Analyzers	Description: Spectrum Analyzer 26.5GHz	NOS.	1933422 Rs. NINETEEN LAKHS THIRTY-THREE THOUSAND FOUR HUNDRED TWENTY-TWO ONLY
6	FSL Series NRP-Z21+FSL-K9+NRP-Z21+NRP-Z4+K9	Add-on items for Spectrum Analyzers	Description: External Power Sensor:10MHz to 18GHz , -67dBm to +23dBm	NOS.	200536 Rs. TWO LAKHS FIVE HUNDRED THIRTY-SIX ONLY
10	FSL-B8	Add-on items for Spectrum Analyzers	Description: Gated Sweep for Spectrum Analyzers 6 GHz, 7 GHz, 13 GHz, 26.5 GHz	NOS.	42145 Rs. FORTY-TWO THOUSAND ONE HUNDRED FORTY-FIVE ONLY
11	FSL-B4	Add-on items for Spectrum Analyzers	Description: High Stability Time Base 1×10^{-7} for 3 GHz Spectrum Analyzer	NOS.	0 Rs. ZERO ONLY
12	FSL-B4	Add-on items for Spectrum Analyzers	Description: High Stability Time Base for 1×10^{-7} for 6 GHz Spectrum Analyzer	NOS.	0 Rs. ZERO ONLY

6-TERMS OF DELIVERY: Free delivery at consignee's premises including installation, commissioning and training & Packing.

7-EXCISE DUTY: Not Applicable

8-SALES TAX: / CST / VAT extra @4%.

9-DELIVERY PERIOD: 12-16 Weeks or earlier from the date of receipt of order/Custom Duty Exemption Certificate / End user certificate / Road Permit / Octroi Exemption wherever applicable. The above delivery period is



applicable for max.qty of 25 Nos per order. Subsequently 25 nos shall be supplied every 45 days in case single order is more than 25 nos . In case of CD Exemption certificate, delivery period will be counted from the date of receipt of CDEC.

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-QUANTITY OFFERED:

Monetary Limit: Without Limit

15-MIN. QUANTITY IN SINGLE SUPPLY ORDER:

Without Limit

16-STATUS OF RC HOLDING FIRM:

LSI

17-PAYING AUTHORITY:

The Chief Controller of Accounts, Deptt.
of Supply
16A, AKBAR ROAD
New Delhi -110011

18-INSPECTION AUTHORITY:

ADG(Q.A), Jeevan Tara Building, 5 Sansad
Marg
New Delhi

19-QUALITY ASSURANCE OFFICER:

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

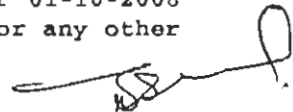
20-PLACE WHERE THE STORES ARE TO BE TENDERED FOR INSPECTION:

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

21-R/C IS DDOS OPERATED

Yes

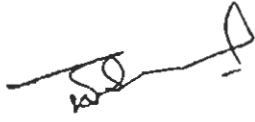
With effect from First October two thousand eight (01-10-2008), all supply order(s) against this Rate Contract must be placed by Direct Demanding Officer(s) on-line through D.G.S&D web site (www.dgsnd.gov.in) (indentor's page) only. Supply order(s) in any other form placed on or after 01-10-2008 shall 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).

22-PACKING & SPECIFICATION

see annexure



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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. On Line Order Placement : DEOs should sent the ink signed copy of on line order placed through DGS&D Web Site to Agmatel India Pvt. Ltd. on above address.

Special Conditions of Contract:

1. CDE Discount Clause: We offer the following discount against valid Custom duty exemption Certificates on Spectrum Analyzers.

a) 19.1% for Defence customers (where present rate custom duty is nil as per custom notification 39/96) against valid CDE certificate.

b) 11.5% for other customers like education (where present rate custom duty is 9.3% as per custom notification 51/96) against valid CDE certificate.

In case, there is any change in custom duty structure, these discounts will be revised accordingly. Present rate of duty is 23.6%

2. Country of Origin : Germany

3. 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.

4. Warranty Terms are 12 months covering all labour and parts excluding probes and accessories. Any components required within the warranty period will new components and not reconditioned or repaired components.

5. Payment terms :


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

6. Demonstration will be carried out free of cost.

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

8. 'NIL' against Octroi Exemption Certificate to be provided by the indentor along with order otherwise extra, if applicable.

9. 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.

10. 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.

11. 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.

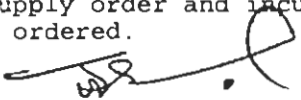
In cases where the supply is incomplete or defective or the supplier do not carry out commissioning/demonstration of the stores within the period as per (i) above, the consignee shall report such cases immediately to the supplier and DGS&D.

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..

Schedule -D
Special Instructions to R/C holders:

Rate contract holders are advised that before entertaining the supply order, they should ensure the availability of following certificates from DDO's.

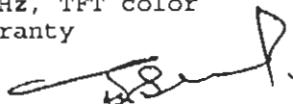
- a) That they are Central Government Department drawing funds from consolidated fund of India.
- b) The expenditure involved for the purchase has received the sanction of the competent financial authority.
- c) The funds are available under the proper head in the sanctioned budget allotment for the year.
- d) They have been fully authorized by the department to sign the supply order and incur the liability in respect of stores being ordered.


(Shashi K. Sud)
ASSISTANT DIRECTOR (S)
For and on behalf of the purchasers named in the schedule/Form
DGS&D-1001

Annexure-A Detailed Specification of models

S.No. Store Description

1.Spectrum Analyzer, 9kHz-3GHz, RBW 300Hz-10MHz, TFT color display, USB & LAN interface with one Year Warranty
Model No.: R&S FSL3



1(a) Option: Narrow Resolution Filter 10Hz -300Hz and EMI B/W filter (6dB) 200Hz, 9KHz, 120KHz, 1MHz ,Quasi Peak detector
Model No.: R&S FSL-B7
1(b) Option: RF Preamplifier Gain 20dB
Model No.: R&S FSL-B22

TOTAL Price Rs. 7,58,617.00 (CST/VAT extra)

2. Spectrum Analyzer: 9KHz-6GHz, RBW 300Hz-10MHz, TFT color display, USB & LAN interface with one Year Warranty
Model No.: R&S FSL6
2(a) Option: Narrow Resolution Filter 10Hz -300Hz and EMI B/W filter (6dB) 200Hz, 9KHz, 120KHz, 1MHz ,Quasi Peak detector
Model No.: R&S FSL-B7
2(b) Option: RF Preamplifier Gain 20dB
Model No.: R&S FSL-B22

TOTAL Price Rs. 8,96,261.00 (CST/VAT extra)

3. Spectrum Analyzer 9kHz - 18GHz (over range 20GHz) 135...+20dBm with High stability time base option FSL B4 with one year warranty
Model NO. FSL-18
3(a) Option : Narrow Resolution Filter 10Hz - 300 Hz and EMI B/W Filter (6dB) 200 Hz, 9 KHz, 120 KHz, 1 MHz, Quasi Peak detector.
Model: FSL-B7
3(b) Option: RF Preamplifier Gain 20dB
Model No. FSL-B22

Total Price: Rs. 16,77,010.00 (CST/VAT extra)

4. Spectrum Analyzer 9KHz-30GHz, RBW 10 Hz-10MHz, TFT color display with one Year Warranty, gated trigger & gated sweep.
Model No.: R&S FSP30
4(a) Option: Extended environment Specifications *
Model No.: R&S FSP-B20

Total Price Rs. 19,33,422.00 (CST/VAT extra)

6. External Power Sensor: 10 MHz to 18 GHz, -67 dBm to + 23 dBm.
Model No.: For FSL series: NRP-Z21+ FSL-K9+NRP-Z4

Total Price: Rs. 2,00,536.00 (CST/VAT extra)

10. Gated Sweep for Spectrum Analyzers Model FSL3/618
Model No.: R&S FSL-B8 for FSL series**
Price Rs. 42,145.00 (CST/VAT extra)

Note:

* We offer FSL-B4 free of cost alongwith item no. 1 and 2 with minimum order quantity of 5 nos. or more in a single order. This option must be order with the main equipment only.

