

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

Digitally signed By:
KAVINDRA SINGH BRIJWAL
Email id:
KSBRIJWAL-DGSND@NIC.IN

Rate Contract no. GENTESTING/IT-4/RC-D2090000/0417/84/OC017/2208
Dated 26-AUG-16

To,

ROHDE & SCHWARZ INDIA PVT LTD
A-27, FIRST FLOOR MOHAN CO-OPERATIVE INDUSTRIAL
ESTATE, MATHURA ROAD,
NEW DELHI - 110044
Suvrat Verma, 9899020352
Mr. Nasser Jariwala, Mob.9820418813
Email: suvrat.verma@rohde-schwarz.com
NEW DELHI

Sub: Rate Contract for supply of General Purpose Testing Instruments
Validity: From 26-AUG-16 To 22-JAN-17 .

Ref:(1) This Office Tender Enquiry No. GENTESTING/IT-4/RC-D2090000/0417/84
Opened on 07-APR-16.
(2) Your Quotation No. 9608 And Dated
06-APR-16.

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 including DGS&D Arbitration Clause available from DGS&D sales counter on payment of Rs. 50/- The dispute cannot be referred by the contractor or entertained by facilitation Council or any other adjudicating forum. 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/Director/DDG(S)
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.
- 16.Concerned CQA(for defence item only)-As per Clause 19 of RC
- 17.Concerned SQAQO(for defence item only)-As per Clause 20 of RC

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

SCHEDULE - A

1. Rate Contract No.:-GENTESTING/IT-4/RC-D2090000/0417/84/OC017/2208
Dated 26-AUG-16 For the Supply of General Purpose Testing Instruments

2. Advance Rate Contract No.:- Nil
Dated

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

ROHDE & SCHWARZ INDIA PVT LTD
A-27, FIRST FLOOR MOHAN CO-OPERATIVE
INDUSTRIAL ESTATE, MATHURA ROAD,
NEW DELHI - 110044
Suvrat Verma, 9899020352
Mr. Nasser Jariwala, Mob.9820418813
Email: suvrat.verma@rohde-schwarz.com
NEW DELHI
DELHI - 110044
Tel. No. - 9899020352, 011-42535400
Fax - 011-42535433
Email - suvrat.verma@rohde-schwarz.com

(b) Name and Full Address of Manufacturer :-
Rohde & Schwarz GmbH & Co. KG Postfasch 801469
Muehldorfstrasse 15, 81671 Munchen,
Germany

(c) Brand: R&S

4. Validity of Rate Contract: 26-AUG-16 To 22-JAN-17

5. Description of Item, Specification, Unit, Rate

Item No.	Model No.	Store Description	Taxation			Unit	Rate (in Rs)
			ED	ED%	Service Tax		
4	R&S/RTH Scope - 100 MHz, 2 Ch, Sampling Rate 5 GS/s, Memory 500 KSa With 2 Nos 500 MHz, 600 V CAT IV	Hand Held Oscilloscope with inbuilt Multimeter				NOS.	187120 Rs. ONE LAKHS EIGHTY-SEVEN THOUSAND ONE HUNDRED TWENTY ONLY
			N.A		Excl.	5	
		Min.Order Qty(in unit):- 1		Lead Time(in days):- 21		Rate of Supply(monthly):-200	
5	R&S/RTH Scope - 200	Hand Held Oscilloscope with inbuilt Multimeter				NOS.	205920 Rs. TWO

MHz, 2 Ch,
Sampling Rate
5 GS/s,
Memory 500
Ksa With 2
Nos 500 MHz,
600 V CAT IV

Multimeter

LAKHS
FIVE
THOUSAN
D NINE
HUNDRED
TWENTY
ONLY

N.A

Excl.

5

Min.Order Qty(in unit):- 1

Lead Time(in days):-21

Rate of Supply(monthly):-200

6-Terms of Delivery:

Free delivery at site including installation / commissioning.

7-Excise Duty:

ED NA at present and will not be charged even if it is applicable later on.

8-Sales Tax:

CST / VAT Extra @ 5%.

9-Delivery Period:

Upto first 200 Nos. within 51 days from the date of receipt of clear Order. Thereafter @ 200 Nos. per month.

10(a)-Annual Turnover:

- 0 -

(b)-Monetary Limit(In Rs.):

Without Any Limit

11-Payment Terms:

90% against provisional receipt of stores by consignee, after delivery of stores by Green Channel firms on selfcertification with OEM warranty/Guarantee certificate and balance 10% on acceptance of stores by consignee within 60 days of receipt of stores.

12-Slab Discount Clause:

Applicable

(Click here to see the details)

Value From	To	% Discount
1000000	2000000	.5
2000001	3000000	.75
3000001	4000000	1
4000001	5000000	1.25
5000001	And Above	1.5

13-Prices:

FIXED

14-Quantity Offered:

As mentioned each item above.

15-Minimum Quantity in Single Supply Order:

16-Minimum order Value in Single Supply Order:

0

17-Status of the RC Holding Firm:

LSI

18-Paying Authority:

PAO,User Deptt

(a)The payment to the suppliers in all the adhoc Contract (A/Ts) and / or Supply Order placed against DGS&D Rate Contracts shall be made directly by indentors i.e. order placing authority through their concerned Pay & Accounts Offices only, instead of CCA(Supply) or its Regional Pay & Accounts Offices of Department of Commerce.

(b)The payment to the supplier shall be paid by the indentors as

per prescribed forms of payments including timelines for payments within 60 days of due date which must be ensured by the indentors. Delays, if any, in this regard would render the indentors responsible and not the DGS&D in any manner whatsoever.

(c) Consequently, the requisite Departmental charges + prevailing Service Tax thereon shall be deposited by the respective Pay & Account offices (PAO) of the indentors directly to the Receipt Head Account of DGS&D as prescribed by CGA.

(d) Indentors shall be directly responsible for any non-compliance/default for the afore-said provisions.

19-Inspection Authority:

Not applicable since the firm is holding Green channel status for subject stores

20-Quality Assurance Officer/Inspecting officer:

-do-

For stores procured against DGS&D Rate Contract the Inspection Officer would be:

(i) User Departments/DDO/Consignee itself or any authority/agency appointed by them or

(ii) Additional Director General (QA) in DGS&D (if desired by user Departments/DDO/Consignee).

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

Not Applicable being Green Channel Firm

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

24. Operation of Rate Contract and Fee.

a) All the Government Indentors/ users including Central Government, Union Territories, State Governments, Autonomous Organisations, PSUs, Municipalities and Corporations are authorized to operate Rate Contract of DGS&D as Direct Demanding Officers (DDOs).

b) They will place online supply orders of DGS&D e-portal against DGS&D R/Cs for which user Login ID and Password shall be given to them. All supply orders against DGS&D Rate Contract shall be placed on-line only to treat such transactions under the preview of DGS&D Rate Contract. Consequently, provision of placement of Direct / Referral orders is deleted.

c) Furthermore, the payment has been decentralized and is to be made by User Department. The inspection of Stores by DGS&D has already been made optional and left to the Indentor to get the stores inspected by any competent agency, if it desires so.

d) Fee for Purchase Service:

The departmental charges for Purchase Service of DGS&D shall be Nil for online supply orders through DGS&D portal for all category of user departments i.e. Central or State Government Ministries/ Departments, PSUs, Autonomous Bodies, Corporations or Municipalities etc.

e) Fee for Inspection:

(i) Online supply orders through DGS&D portal by Central Government Ministries/ Departments:

Inspection activities have been decentralised. Indentors can select Inspection Agency of their choice, including third party or Quality Assurance Office of DGS&D, while placing the supply order against rate contracts. Inspection fee for inspection service through DGS&D, if opted by user department, shall be levied @ 1% of the value of the supply order in case of stores procured under DGS&D Rate Contract by Central Govt. Ministries/Departments.

(ii) Online supply orders through DGS&D portal by State Government Departments/Organizations, PSUs, Autonomous Bodies or Corporations: Inspection fee for inspection service through DGS&D, if opted by user department, shall be levied @ 2% of the value of the supply order procured under DGS&D Rate Contract by State Govt. Departments/Organizations, PSUs, Autonomous Bodies or Corporations or Municipalities etc.

(iii) The expenses on TA/DA of the DGS&D officers and test charges for confirmatory tests shall be borne by DGS&D for (i) and (ii) above.

(iv) The requisite fee for inspection + prevailing Service Tax thereon shall be deposited by the respective Pay & Accounts Office (PAO) of the indentor directly to the Receipt Head Account of DGS&D as prescribed by CGA.

25. DGS&D reserves the right for pre-dispatch inspection at manufacturer's premises or consignee end inspection after receipt of stores or at both places, at the option of indentors.

26. Jurisdiction/Arbitration Clause

a) Jurisdiction will be the place of issue of the rate contract. Sole Arbitrator will be appointed by DG(S&D). For details refer Clause-23 of DGS&D-1001. Further, where the Contract/Rate Contract is governed by DGS&D arbitration clause, the dispute cannot be referred by the supplier or entertained by Facilitation Council or any other Adjudicating Forum.

b) The arbitrator as appointed under provisions of para 18.1.1 of DGS&D Manual shall adjudicate only on the disputes arising out of interpretation of terms & conditions stipulated in Rate Contracts. For settlement of disputes relating to execution of supply orders placed by various Direct Demanding officers (DDOs)/Indentors against DGS&D Rate Contracts, each DDO/INDENTOR shall himself nominate an arbitrator at the time of placement of supply orders, as per guidelines/instructions for appointment of arbitrator in indenting organisation.

c) DGS&D or its regional offices shall not be made a party in any dispute relating to execution of Supply Order placed by DDO/Indentor against DGS&D Rate Contracts including the case filed in MSME Facilitation Councils.

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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

Guaranty/Warranty Certificate : It is certified that the stores supplied are brand new, unused, non-refurbished and original and they full confirm to the technical specifications and description given in the subject Rate contract. It is further certified that the supplied stores are covered by the OEM Guaranty/Warranty as per the Subject Rate Contract.

TEST REPORTS FOR REGISTRATION AND ACCEPTANCE OF GOODS:

In case of products having satisfactory test reports from International Laboratory Accreditation Cooperation (ILAC) or their worldwide affiliated/recognized labs or NABL approved labs, it would be sufficient to consider the products of requisite quality for acceptance without insistence for any further testing pursuant to DGS&D Manual Correction Slip No. 38 dated 18-12-2012.

Other Information

1. The Models mentioned in Clause-5 under Schedule-A may be read as under:-

Item No.4:

Model No. RTH Scope - 100 MHz, 2 Ch, Sampling Rate 5 GS/s, Memory 500 KSa With 2 Nos 500 MHz, 600 V CAT IV voltage probe & Digital Multimeter, 1 No 600 V test lead alongwith Software, Carrying case & 36 Months Warranty as Standard.

Item No.5

Model No. RTH Scope - 200 MHz, 2 Ch, Sampling Rate 5 GS/s, Memory 500 KSa With 2 Nos 500 MHz, 600 V CAT IV voltage probe & Digital Multimeter, 1 No 600 V test lead alongwith Software, Carrying case & 36 Months Warranty as Standard.

Alternate Model No. RTH Scope - 350 MHz, 2 Ch, Sampling Rate 5 GS/s, Memory 500 KSa With 2 Nos 500 MHz, 600 V CAT IV voltage probe & Digital Multimeter, 1 No 600 V test lead alongwith Software, Carrying case & 36 Months Warranty as Standard..

2. Payment Terms:-

(a) Green Channel Firms : 90% against provisional receipt of stores by consignee, after delivery of stores by Green Channel firms on self-certification with OEM warranty / Guarantee certificate and balance 10% on acceptance of stores by consignee within 60 days of receipt of stores.

Note: Provisional Receipt of stores by consignee are to be given on copy no. 1 of the I-Note for initial payment of 90% or 80% as the case may be, followed by acceptance of stores certificate to be given by consignees on copy no. 2 & 5 of I-Notes for balance 10% or 20% payments as the case may be.

3. Country of Origin: Germany.

4 Name & Address of the Foreign Manufacturer :-

M/s.Rohde and Schwarz GmbH and Co KG Muehldorfstrasse 15 81671 Munchen Germany

5. Warranty Terms : The period of Guarantee / warranty would be 36 months from the date of receipt of stores by consignee. Once the user Department/Consignee states/writes that the goods supplied are defective/not functioning properly, it must be obligatory on the part of the supplier to immediately, not later than 7 days, attend to it by way of rectification/repair or replacement of the goods, without any questioning or pretexts on any ground. There shall be no scope of questioning the user department/consignee or resorting to any kind of verification or joint inspection in this regards, pursuant to DGS&D Manual Correction Slip No.37 dated 18.12.2012.

6. Demonstration will be carried out free of cost.

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

8. End User Certificate: Please note that End User Certificate is required for all products. Delivery shall be subject to approval of end user certificate by M/s. Rohde and Schwarz GmbH and Co KG.

ANNEXURE

1. Suppliers shall possess acceptance test facilities at the place of inspection as

under:

Note : 10% samples shall be drawn for acceptance test.

- (a) Verification of all features and functional performance of the instrument.
- (b) High Voltage test at twice the measurable AC/DC voltage +1000 V except for item under schedule 1.
- (c) One out of every 100th cumulative instrument shall be tested for operating condition test in firm's lab or at any govt lab if facility for the test is not available with the firm. Test procedure for this test shall be as follows:-

(i) Testing Instrument shall be kept in the ON condition at 0 deg Celsius for hours as per IS:9000 (PtII/Sec4)-1977- reaffirmed in 2007.

(ii) Testing Instrument shall be kept in the ON condition at 40/50/55 deg Celsius (as applicable) for 4 hours as per IS:9000 (PtIII/Sec 5)-1977- reaffirmed in 2007.

(iii) Testing Instrument shall be kept in the ON condition at 40 deg Celsius at 75% RH for 4 hours as per IS:9000 (Pt V/Sec 2)-1981- reaffirmed in 2007 (to the extent applicable to achieve 4 hours conditioning as above).

During last half an hour of conditioning of each of above tests the accuracy of instrument under test shall be checked and the results shall be satisfactory. If the accuracy cannot be checked inside the chamber, same can be done immediately after taking it out from the chamber.

2. (a) Type test reports shall be for one sample of each type/rating. Type tests shall

consists of verification of all the features & functional requirements including safety category test as specified for EACH item & environmental tests.

(b) Type test reports shall be from a Central Govt. Lab / International Laboratory Accreditation Corporation (ILAC) or their worldwide affiliated/recognized labs / NABL approved labs as per the DoC correction slip no. 38 dated 18/12/2012 of DGS&D Manual in conjunction with the P&C Circular no. 71 dated:29/10/2014 and the same shall also be required at the time of registration and inspection.

3. The environmental tests sequence shall be as under:

(a) Dry Heat : For 16 hrs. at a temp. of 55 degree C in accordance with IS:9000/part-3/section-5/1977 (reaffirmed in 2007).

(b) Cold Test : For 4 hrs. at a temp. of -20 degree C in accordance with IS:9000/part-2/section-4/1977 (reaffirmed in 2007).

(c) Damp Heat (Cyclic) Test : For 2 Cycles of 24 h each at a temp. of 40 degree C

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95% RH in accordance with IS:9000/part-5/section-1/
1991 (reaffirmed in 2007).

After environmental conditioning sequence 3a, 3b & 3c as above and a recovery period of two hours, the instrument shall be checked for complete functional parameters, which should be within limits.

4. UL/ CSA/ TUV/ CE certificate is also to be furnished.
5. The OEM test report should be from the manufacturer on their letter-head duly stamped by them and counter-signed by the Indian supplier.
6. A tolerance of (+/-) 5 counts is admissible in accuracy wherever applicable.
7. The firm shall supply duly calibrated equipment and also produce the master calibrator at the time of inspection and registration for necessary verification by QA officer at time of inspection. The same master calibrator can be used by QA officer at the time of registration.
8. The firms shall also comply with the provisions of Gazette of India Notification No. S.O. 2357(E) dated 07.09.2012, issued by Department of Electronics and Information Technology to be read in conjunction with Gazette of India, Extraordinary Notification No. part II, Section 3, Sub Section ii Dated : May 11, 2015 of Ministry of Commerce and Information Technology (Department of Electronics and Information Technology), if applicable.

Hand Held Oscilloscope with inbuilt Multimeter

A. 100 MHz Hand Held Battery Operated Oscilloscope cum Multimeter

1. General : Hand Held, rugged for automatic measurement, autoset Feature, Cursor measurements and waveform setup Memories
2. Real Time Bandwidth : DC-100MHz simultaneous on all channels
3. No. of Channels : Isolated 2 channel oscilloscope and 1 DMM
4. Real Time Sample Rate (Max.) : 500 MS/s per Channel
5. Record Length : 10 K samples
6. Vertical Resolution : 8 bits
7. Vertical Sensitivity : 2.5 mV/div to 50V/div
8. Time Base Range (Scope Mode) : 5ns/div to 4 sec/div
9. Trigger Type : Edge single Shot, Video
10. Cursor Measurement : Vertical and Horizontal Cursor
11. Automatic Measurement : 20 Parameters
12. Display : Color LCD display
13. Automatic Data Capture : Automatic & Continuous capture of Datalogging/
trend Plotting
14. Multimeter Mode : 5000 count Dual input True RMS, Frequency Continuity, Diode.
15. DC Voltage (Max) : 600V DC
16. AC Voltage (Max) : 600V AC
17. Resistance (Max) : 30M ohm
18. Memory (Save & Recall) : 10 Waveforms & Setups
19. PC interfaces and PC software : USB/RS 232
20. Line Power : 220V AC, 50Hz

- 21. Battery Power : Nimh / Li-Ion Battery, Battery operation time 3 hrs.
- 22. Safety : CAT III; 600 V or better
- 23. Weight : Max. 2.5 Kg
- 24. Operating Condition : 0 to 50 deg C.
- 25. Standard Accessories : 10:1 Voltage Probes (2nos.), Power Adaptor, Battery Pack, USB Cable, DMM Test Lead, Calibration Certificate

B. 200 MHz Hand Held Battery Operated Oscilloscope cum Multimeter

- 1. General : Hand Held, rugged for automatic measurement, autoset Feature, Cursor measurements and waveform setup Memories
- 2. Real Time Bandwidth : DC- 200MHz simultaneous on all channels
- 3. No. of Channels : Isolated 2 channel oscilloscope and 1 DMM
- 4. Real Time Sample Rate (Max.) : 1GS/s per Channel
- 5. Record Length : 10 K samples
- 6. Vertical Resolution : 8 bits
- 7. Vertical Sensitivity : 2.5 mV/div to 50V/div
- 8. Time Base Range (Scope Mode) : 2ns/div to 4 sec/div
- 9. Trigger Type : Edge single Shot, Video
- 10. Cursor Measurement : Vertical and Horizontal Cursor
- 11. Automatic Measurement : 20 Parameters
- 12. Display : Color LCD Display
- 13. Automatic Data Capture Datalogging/ : Automatic & Continuous capture of trend Plotting
- 14. Multimeter Mode : 5000 count Dual input True RMS, Frequency Continuity, Diode.
- 15. DC Voltage (Max) : 600V DC
- 16. AC Voltage (Max) : 600V AC
- 17. Resistance (Max) : 30M ohm
- 18. Memory (Save & Recall) : 10 Waveforms & Setups
- 19. PC interfaces and PC software : USB/RS 232
- 20. Line Power : 220V AC, 50Hz
- 21. Battery Power : Nimh / Li-Ion Battery, Battery operation time 3 hrs.
- 22. Safety : CAT III; 600 V or better
- 23. Weight : 2.5 Kg
- 24. Operating Condition : 0 to 50 deg C.
- 25. Standard Accessories : 10:1 Voltage Probes (2nos.), Power Adaptor, Battery Pack, USB Cable, DMM Test Lead, Calibration Certificate

LIST OF ALL AMENDMENTS

For RC No. GENTESTING/IT-4/RC-D2090000/0417/84/OC017/2208

NOTE: No Amendments issued till date 07-SEP-16