



CENTRAL COALFIELDS LIMITED
A Miniratna Category I Company
(A Subsidiary of Coal India Limited)
MATERIALS MANAGEMENT DEPARTMENT
DARBHANGA HOUSE: RANCHI 834 001 (JHARKHAND) INDIA
(PBX) 2360726, 2360687 CGM (MM) - 2360716
FAX (91) 0651-2360257 EMAIL: HOQMM@CCL.GOV.IN

SUPPLY ORDER

No.- : 108 01 11 14 077

To,

M/s Vareli Tecnac Private Limited,
14/1B, Ezra Street, 9th Floor,
WTC Building, Kolkata - 700 001,

E-mail-info@vareli.co.in & sandeeptb@vareli.co.in

BY REGD. POST
Dated 25.06.2014

Sub:- Formal order for Supply, Installation ,Commissioning & one year ATS of Oracle Software

Ref:- 1) This office NIT no. MM(P)/RKP/CCL//108/13-14/Oracle Software/68 Date: 08.10.13 Opened on 06.12.2013

2) Your offer no. VTPL/SB/CCL/ORACLE /2013-14/018 Dt.23.11.13.

3) Our different letters last one being LOI Dt.05.06.14

4) Your different letters last one being Dt. 05.06.14

Dear Sirs,

We are pleased to notify our acceptance of your above referred offer for placement of formal order for the **Supply, Installation ,Commissioning & one year ATS of Oracle Software** with following terms & conditions:-

1. Scope of Supply:

Sl. No.	Description/Scope of supply	UOM	Quantity	Unit Basic Rate	Extended Value
1	Oracle Database	No.	400	44676.54	17870616.00
2	Oracle WebLogic Suite	No.	200	56433.52	11286704.00
3	Oracle Real Application Clusters	No.	150	16224.63	2433694.50
4	Oracle Other Latest Associated Tools in Named User Plus Licence Matrix (Partitioning)	No.	150	10816.42	1622463.00
5	Oracle Other Latest Associated Tools in Named User Plus Licence Matrix (Diagnostic Pack)	No.	150	4702.79	705418.50
6	Oracle Other Latest Associated Tools in Named User Plus Licence Matrix(Tuning Pack)	No.	150	4702.79	705418.50
7	Oracle Internet Developer Suite	No.	13	272762.03	3545906.39
				Total	38170220.89
				Discount	2010444.50
				Total	36159776.39
				Additional Discount @1%	361597.76
				Total(A)	35798178.63
				VAT@5% on above total(A)	1789908.93
				Service Tax@12.36% on above total(A)	4424654.88
				Total	42012742.44

Dr. Mukherjee

(Total Contractual value will be Rs. Four Crores, Twenty Lacs, Twelve Thousand, Seven Hundred Forty Two and Paise Forty Four only.)

Other terms & conditions are as follows;

1. Price : Firm & FOR Destination Basis.

2. P&F and F&I Charges : NIL.

3. Excise Duty : Not Applicable.

4. VAT:- VAT extra as applicable. The present rate is @5%.

5. Service Tax : Service Tax will be a case of reimbursement and you will have to take up the matter with concerned Government Department and submit claim along with clarification issued by GOI, Central Board of Excise and customs for payment/reimbursement, since responsibility for the payment of service tax lies with the Service Provider and not the service recipient..

6. Delivery:- Within 21 days from the date of receipt of order. Early supply is acceptable.

7. Consignee General Manager(system), CCL Darbhanga House ,HQ, Ranchi.

8. Paying Authority:-GM(Finance),CCL, Darbhanga House, HQ, Ranchi

9. PAYMENT TERMS: 100% Payment of product value within 21 days of receipt, installation and commissioning of software except for Service Tax which will be case of reimbursement as per Clause-5 above..

10. INSPECTION CLAUSE:

PREDESPATCH INSPECTION:Not Applicable

FINAL INSPECTION: Final Inspection of the material will be carried out at consignee's end on receipt of material by GM(System)/Representative of GM(System)

11. GUARANTEE / WARRANTY: As per Manufacturers Standard Guarantee /Warranty.

12. ATS(Annual Technical Support):- ATS for one year for all items from 1st July 2014.

13. SUBMISSION OF BILLS/ DOCUMENTS: Your bill for 100% payment duly stamped and pre-receipted in triplicate along with following documents should be sent to the Paying Authority for arranging payment.

The following documents duly authenticated by you, whenever required shall be submitted to the consignee:-

(i) Consignment Note.

(ii) Challan

(iii) One copy of the Bill

(iv) Copy of the warranty certificate in original.

(v) Any other documents specified in the order.

Following documents duly authenticated by you wherever applicable, should be submitted to the paying authority.

(i) 100% Bill in triplicate, duly pre-receipted and stamped.

(ii) Copy of the consignment Note and copy of the Warranty certificate.

(iii) Price certificate.

(iv) Any other documents specified in the order

14. Liquidated Damages :

In the event of failure to deliver/dispatch of the stores within the stipulated date/period, to effect supply in accordance with the sample and/or specification mentioned in the supply order and in the event of breach of an terms and conditions mentioned in the supply order, Central Coalfields limited shall be entitled at its option either:

a) To recover from the successful tenderer, as mutually agreed, liquidated damages and not as penalty, a sum not less 0.5% of the price of any stores which the successful tenderer has not been able to supply as aforesaid, for each week or part of a week during which the delivery of such stores may be in arrears, limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Head of the Materials Management.

b) To purchase elsewhere, after due notice to the successful tenderer, on the account and at the risk of the defaulting supplier, the stores not supplied or others of a similar description without canceling the supply order in respect of the consignment not yet due for supply or,

- c). To cancel the supply order or a portion thereof, and if so desired, to purchase the stores at the risk and cost of the defaulting supplier and also,
- d) To extend the period of delivery with or without penalty as may be considered fit and proper.
- e) Penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.
- f) To forfeit the security deposit in full or part
- g) Whenever under the contract a sum of money is recoverable from and payable by the supplier, Central Coalfields Ltd. shall be entitled to recover such sum by appropriating, in part or in whole by deducting any sum or which at any time thereafter may become due to the successful tenderer in this or any other contract.
Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay central coalfield limited on demand the remaining balance. The supplier should not be entitled to any gain on any such purchase.
This is subject to force majeure conditions.

15. FORCE MAJEURE CLAUSE :

If the execution of the contract/supply order is delayed beyond the period stipulated in the contract/supply order as a result of outbreak or hostilities, declaration of an embargo or blockade, or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then Central Coalfields Limited may allow such additional time by extending the delivery period, as it considers to be justified by the circumstances of the case and its decision shall be final. If and when additional time is granted by Central Coalfields Limited, the contract/supply order shall be read and understood as if it had contained from its inception the delivery date as extended.

- a) The successful bidder will advise, in the event of his having to resort to this clause by a registered letter duly certified by the Local chamber of Commerce or Statutory authorities, the beginning and end of the causes of the delay, within fifteen days of the occurrence and cessation of such force majeure conditions. In the event of delay lasting out of force majeure CCL will reserve the right to cancel the contract and provisions governing termination of contract, as stated in the bid documents will apply
- b) For delays arising out of force majeure, the bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force majeure and neither CCL nor the bidder shall be liable to pay extra costs provided it is mutually established that force majeure conditions did actually exist.

16 Price fall Clause: It will be a condition of the order that although the currency of the prices, at which you shall supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of price going down, you shall promptly pass on such information to enable this company to amend the ordered rate.

17. Security Deposit:- The security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value (landed value) i.e. Rs.42,02,000.00 will have to be submitted within 15 days time from the date of supply order.

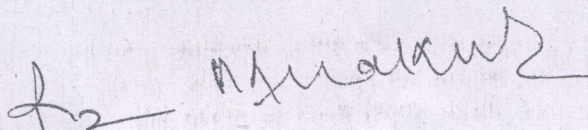
18. Performance Bank Guarantee:-Not Applicable.

19. Price Certificate: Please certify on the body of each and every bill that the prices charged are same as applicable to all other Govt. Deptt./Undertakings including DGS&D.

20 Road Permit: If required, the road permit shall be obtained from the consignee.

21. Mode of Despatch : The stores should be dispatched by Road on freight paid basis, securely packed for transport by road. Necessary road permit shall be furnished by the concerned consignee's on your request to them directly indicating no. of road permit required.

22. Order Acceptance: Two copies of the order are being enclosed. One copy of the order may please be returned duly stamped and signed within 07 days from the date of supply order as a token of acknowledgement and acceptance of the contract



23. **SPECIAL INSTRUCTION:** One copy of the Challan and invoice showing dispatch details and other documents must be sent to this office and the Office of the GM (E&M), CCL, Ranchi to know the dispatch particulars

24. The other terms and conditions will be as per CCL's General terms and conditions of supply of stores, vide Annexure-IV of NIT (copy enclosed).

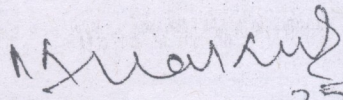
25. The Court at Ranchi in Jharkhand State only will have the jurisdiction to deal with and decide any legal matter or dispute arising out of this contract.

All terms & conditions are as per NIT since the same has been accepted by you and as per Annexure 'V' enclosed.

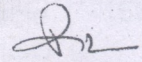
Enclosure: Technical Specification-Annexure-I & Terms & conditions - Annexure 'V'.

Yours faithfully,

for & on behalf of CENTRAL COALFIELDS LIMITED


25/6/14

(A.K.Thakur)
General Manager (P)

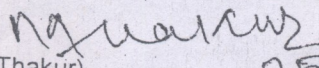


(R.K.Pandey)
Senior Manager (MM)

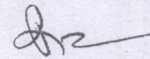
Copy forwarded to :-

1. The General Manager (MM), CCL, Ranchi.
2. The General Manager(System), CCL Ranchi
2. The GM(S&IC), CCL, HQ, Ranchi.
3. The General Manager (Finance), CCL Hqrs., Ranchi.
4. MIS Cell.
5. The ES to GM (MM), CCL, Ranchi.
6. Indent Registration No. 108 dtd. 04/09/2013
7. M/s Oracle India, 22, Camac Street, Block-A, 2nd Floor, Kolkata-700016 (Order is being placed on the bidder authorized by you)

This is issued with the approval of competent authority and fund certified vide no.-BGT/PP/CB/14-15/29/38B; Head-P&M; Area-DHC Dt. 18.06.14 for Rs.420.13 Lkhs


25/6/14

(A.K.Thakur)
General Manager (P)



(R.K.Pandey)
Senior Manager (MM)

TECHNICAL SPECIFICATION

S. No.*	Item Code*	Description of Item*	Specification Parameter*	Qty
1	item1	Oracle Database	Installation and Commissioning of Oracle 11g or Latest Partitioning with ATS for One Year.	400
2	item2	Oracle WebLogic Suite	Installation and Commissioning of Oracle 11g or Latest weblogic suite enterprise edition on RISC UNIX platform in Named User Plus Licence Matrix with ATS for One Year.	200
3	item3	Oracle Real Application Clusters	Installation and Commissioning of Oracle Latest Real Application Clusters on RISC UNIX platform in Named User Plus Licence Matrix with ATS for One Year.	150
4	item4	Oracle Other Latest Associated Tools in Named User Plus Licence Matrix(Partitioning)	Installation and Commissioning of Oracle Latest Partitioning with ATS for One Year.	150
5	item5	Oracle Other Latest Associated Tools in Named User Plus Licence Matrix(Diagnostic Pack)	Installation and Commissioning of Oracle Latest Diagonostic Pack with ATS for One Year.	150
6	item6	Oracle Other Latest Associated Tools in Named User Plus Licence Matrix(Tuning Pack)	Installation and Commissioning of Oracle Latest Tunning Pack with ATS for One Year.	150
7	item7	Oracle Internet Developer Suite	Installation and Commissioning of Oracle Latest Internet Developer Suite in Named User Plus Licence Matrix with ATS for One Year.	13