सेंट्ल कोलफिल्डस लिमिटेड

(कोल इण्डिया लिमिटेड की एक सहायक कम्पनी)

प्रणाली विभाग

दरभंगा हाउस, राँची -8340 29

दूरभाष सं2360749-0651 :,5251 :विस्तार 2360606

फैक्स सं2360024 -0651 :

GSTIN/UIN: 20AAACC7476RHZT

वेब साइट :http://centralcoalfields.in

Ref: - CCL/GM (Systems)/18-19/810/D



Central Coalfields Limited

(A Subsidiary of Coal India Limited)

SYSTEMS DEPARTMENT Darbhanga House, Ranchi - 834029

PHONE: 0651-2360749, 2360606(PBX) Extr. 5251 FAX: 0651-2360024

GSTIN/UIN: 20AAACC7476RHZT

WEBSITE: http://centralcoalfields.in

Dated: - 19.02.2019

To, M/s Oracle India Private limited 7th, 8th, 9th Floor, One Horizon Center, DLF Golf Course Road, DLF City V, Sector 43, Gurugram, Haryana 122003, India. GSTIN: 06AAACO0158L1ZI PAN No.:AAACO0158L

> Sub: Purchase Order for Processer Based Oracle Licenses & Software Support (HSN Code:9973)

Ref 1: Your offer no: Oracle_CCL 1588805 13 dated 20/12/2018 along with ordering document dated 19/12/2018

2: Your email dated 24/01/2019 and 15/02/2019 for validity extension.

Dear Sir,

With reference to above, we are pleased to place our order on you as per prices and specification mentioned herein for supply of processor based Oracle License on perpetual basis with ATS (Software Updates and Technical Support) for a period of one year from the date of contract at a total cost of Rs. 5,97,39,601.68/- (Including GST) subject to terms and conditions mentioned below. The detail price schedule is elaborated as follows:

	Program and Program Related Service Offering Fees				
SL No	Description/ License Type	Quantity	Net Fee		
	License Type	a a a a a a			
01	Oracle Database Enterprise Edition – Processor Perpetual	6	1,45,82,919.90		
02	Oracle Real Application Cluster - Processor Perpetual	4	47,07,468.88		
03	Oracle Diagnostics Pack - Processor Perpetual	6	23,02,566.30		
04	Oracle Turning Pack- Processor Perpetual	6	15,35,044.20		
05	Oracle Active data Guard - Processor Perpetual	6	35,30,601.66		
06	Oracle WebLogic Suite - Processor Perpetual	6	1,38,15,397.80		
07	Oracle Real Application Cluster One Node - Processor Perpetual	2	10,23,362.80		
	Total License Fee		4,14,97,361.54		
S-1	Software Update	200. 30	,,.,		
01	Oracle Database Enterprise Edition - Processor Perpetual	6	21,87,437.99		
02	Oracle Real Application Cluster - Processor Perpetual	4	7,06,120.33		
03	Oracle Diagnostics Pack - Processor Perpetual	6	3,45,384.95		

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General Manager (Systems) सीसीएल, राँची। CCL, Ranchi

04	Oracle Turning Pack- Processor Perpetual	6	2,30,256.63
05	Oracle Active data Guard - Processor Perpetual	6	5,29,590.25
06	Oracle WebLogic Suite - Processor Perpetual	6	20,72,309.67
07	Oracle Real Application Cluster One Node - Processor Perpetual	2	1,53,504.42
	Total Software Update Fee		62,24,604.24
	Product Support		
01	Oracle Database Enterprise Edition – Processor Perpetual	6	10,20,804.39
02	Oracle Real Application Cluster - Processor Perpetual	4	3,29,522.82
03	Oracle Diagnostics Pack - Processor Perpetual	6	1,61,179.64
04	Oracle Turning Pack- Processor Perpetual	6	1,07,453.09
05	Oracle Active data Guard - Processor Perpetual	6	2,47,142.12
06	Oracle WebLogic Suite - Processor Perpetual	6	9,67,077.85
07	Oracle Real Application Cluster One Node - Processor Perpetual	2	71,635.40
	Total Product Support Fee		29,04,815.31
	Total License Fee + Software Update +Product Support		5,06,26,781.09
	GST @ 18%	2000	91,12,820.59
	Total Value	70.5	5,97,39,601.68

Total Value: Rupees Five Crore Ninety seven Lakh Thirty nine thousand Six Hundred one and Paise Sixty Eight only (including GST).

Terms & Conditions:

- 1) Price: Prices will be FIRM till delivery of Licenses.
- 2) Consignee: General Manager(System), Central Coalfields Limited, Ranchi
- 3) Security Deposit/Bank Guarantee: Not Applicable as license is perpetual in nature.
- 4) Delivery period: Delivery period for Processor based Oracle License with software update and Product Support shall be within 12 weeks from the 10th day of issue of this order.
- 5) Liquidated Damage: If the processor based Oracle License along with all the software updates and Product support are not delivered at site within 12 weeks from the tenth day of this order then for every week of delay or part thereof a penalty @0.5% per week will be imposed with a maximum limit of 10% along with GST of such penalty amount. If delay exceeds four weeks, CCL will have the liberty to terminate the contract.
- 6) Terms of Payment: 100% Payment along with taxes and duties shall be made against submission of bills within 30 days of receipt and acceptance.
 - The payment of GST & GST compensation cess by CCL to the supplier/vendor(If GST payable by the supplier) would be made only on the later submitting a bill/Invoice in accordance with the provisions of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST compensation cess is responsibility of the service provider. Input tax credit is to be availed by CCL as per rule. If CCL fails to claim Input Tax Credit(ITC) on eligible inputs, input services and capital goods or the ITC claimed is disallowed due to the failure on the part of the supplier of goods/services is incorporating the tax invoice issued to CCL in its relevant returns under GST, payments of CGST & SGST or IGST, GST(compensation to State) cess shown in Tax Invoice to the Tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.
- 7) Paying Authority: General Manager(Finance), CCL, Ranchi
- 8) Submission of Bills: For claiming payment, 3 sets of Pre-receipted Bills-cum-tax Invoice (1 original+2 copies -signed and stamped) should be submitted to the consignee.

The Invoice must contain the following details:

1) Consignee Name, Address & GSTIN Number

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सीसीएल, राँची। CCL, Ranchi

- 2) Supplier Name, Address, PAN Number & GSTIN Number.
- 3) Invoice Number and Date, HSN Code and GST Tax rate.
- 4) Authorization certificate should be provided along with Bill/Invoice.
- 9) Price Certificate & Price Fall Clause: Price Certificate and Price Fall clause to be submitted.
- 10) Technical support and services: The supplier will render technical support and services during contract period.
- 11) Validity Certificate: Validity certificate (perpetual license) should be provided along with supply of licenses.
- 12) Applicable Law: The contract shall be interpreted in accordance with the laws of the Union Govt of India.
- 13) Payee details: to be furnished as per CCL's standard format. (Annexure -1)

This purchase order is a formal agreement and binding upon both the parties. This purchase order is hereby issued to you in duplicate. You are requested to return the duplicate copy of the purchase order duly signed by your authorized signatory as a token of acceptance within 15 days from the date of issue of this order failing which it will be presumed that you have accepted this purchase order in total.

Yours faithfully

(P.K.Acharya) GM(System),CCL

19-02-2019

गहाप्रबंधक (प्रणाली) General Manager (Systems)

सीसीएल, राँची। CCL, Ranchi

Copy to:

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TS to CMD / TS to DF/ TS to DT(P&P)

2. GM(VIg.),CCL HQ

3. GM(Fin),CCL with reference to BC no:_CB/18-19/1(1) under P&M (System) dated 18/02/2019 for amount Rs. 5,97,39,601.68