



BHARAT COKING COAL LIMITED
(A Subsidiary of Coal India Limited)
Office of the General Manager(MM)
Materials Management Department
Commercial Block L-III ,Koyla Bhawan : Koyla Nagar
Dhanbad: 826005(Fax No- 0326-2230183)

PURCHASE ORDER

Under Jurisdiction of Dhanbad Court and Jharkhand High Court only

SUPPLY ORDER NO. BCCL/PUR/313096/MS OFFICE/13-14/STE/44 /244 Dated 11.01.2014

To

M/s MINESOURCE INDIA PVT. LTD.,
34, CHITTA RANJAN AVENUE, 2nd FLOOR
KOLKATA-700012

By Regd post
(Vendor Code: 1/12/D/T/226)

SUB: supply of MS-Office Software

REF:1.Our e tender no BCCL/PUR/313096/MS OFFICE/13-14/STE/44 DATE- 24.08.13, OPENED ON 19.09.13(OFFLINE) and 20.09.13(ON LINE) for supply of MS-Office Software
2.Your offer no.MSIPL/MS office-44/202/13-14 Dated 18.03.2013
3.Our letter no. BCCL/PUR/313096/MS OFFICE/13-14/STE/44/3508 dtd.05.10.2013 & NO.4758 Dated 18.11.2013
4.Your letter no. MSIPL/MS office-44/209/13-14 Dated 08.10.2013 , MSIPL/MS office-44/264/13-14 Dated 18.11.13,MSIPL/MS office-44/264/13-14/245A dated 25.11.2013, MSIPL/MS office-44/d//13-14/287 dtd.05.12.2013,MSIPL/MSoffice-44/d/13-14/306 dtd. 09.12.2013 & 306A dtd. 09.12.2013
5.Letter no. Nil dtd.12.09.13 of M/S Microsoft Corporation(India) Pvt Ltd., Gurgaon and subsequent confirmations.

Dear Sirs,

With reference to the above, we for and on behalf of BCCL, hereby place **PURCHASE ORDER** on you for supply of **MS-Office Software** at following price,terms and conditions:

Sl.no.	ITEM DESCRIPTION	U.M	MAKE /MODEL	Qty	Unit Basic Rate (Rs.)	Extended Value(Rs.)
1	MS-OFFICE Software std 2013	Nos	M/S Microsoft/ model:Office std 2013 SNGL OLP C Part No.021- 10256	588	21,011.04	
			Service tax @12.36%		2,596.96	
					23,608.00	
			CST @ 5%		1,180.40	
			Landed Cost		24788.40	1,45,75,579.20

(RUPEES ONE CRORE FORTY FIVE LAKH SEVENTY FIVE THOUSAND FIVE HUNDRED SEVENTY NINE AND PAISE TWENTY ONLY)

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1. **PRICE:** FIRM and FOR destination basis
2. **EXCISE DUTY:** Not Applicable. If applicable during pendency of the contract, the same shall be borne by you.
3. **SALES TAX:** CST Shall be payable extra as legally leviable and applicable within stipulated delivery period. Present offered rate of CST is @5%, the impact of which has been indicated above.
4. **SERVICE TAX:** Shall be payable extra as legally leviable and applicable within stipulated delivery period. Present offered rate of Service Tax including cess is @12.36%, the impact of which has been indicated above. You shall mention your service tax registration number on the body of your invoice.
5. **PAYMENT TERMS:** Payment terms: 100% payment within 21 days after receipt and acceptance of the licences for the software along with 30 copies of the same software prepared and supplied on CD/DVD by the firm as per NIT. Supplier will ensure the installation of all the software from any one of these CDs/DVDs as per NIT. Scanned copy of Your bank details/EFT mandate submitted by you along with your offer is enclosed for payment through EFT.
6. **DELIVERY PERIOD:** Within Eight weeks from the 10th day of issue of the order. However, delivery may be improved upon.
7. **SECURITY DEPOSIT:** You are required to deposit security money in the form of Bank Draft Bank Guarantee of any schedule Bank of 10% value of the order (value means F.O.I destination price) i.e. for Rs.14,57,558.00 (Rupees Fourteen lakhs fifty Seven Thousand Five hundred and fifty eight only) within 15 days from the date of receipt of order. Bank Draft should be drawn in favour of "Bharat Coking Coal Limited" payable at Dhanbad. In case you fail to deposit the same, the order shall be cancelled. If you fail to deposit the security deposit within 15 (fifteen) days from the date of the supply order, the same shall be recorded as unsatisfactory performance for future dealing apart from taking any other penal action as may be deemed fit by BCCL. The Security Money shall be refunded within 30 days of satisfactory execution of contract. For unsatisfactory execution of contract and/or failure of execution of contract, the security money shall be forfeited. Your EMD submitted along with the offer shall be refunded on submission of confirmed Security deposit. The Security money may be converted into PBG in this case as PBG is required for the same amount. The format for BG shall be as was provided along with the NIT and enclosed.

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

8. **PAYING AUTHORITY:** CFM (Pay)/I/C, Koyla Bhawan, Dhanbad.
9. **CONSIGNEE:** General Manager (Systems) Koyla Bhawan, Dhanbad (Jharkhand).
10. **ALLOCATION:** shall be given by General Manager (Systems) Koyla Bhawan, Dhanbad.
11. **Inspection and Tests:**

i) The purchaser or its authorised representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract. The purchaser shall notify the supplier in writing of the identity of any representative retained for these purposes.

ii) The inspections and tests may be conducted on the premises of the supplier or its sub-contractors), at point of delivery and/or at the goods final destination when conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production date, shall be furnished to the inspectors at no charge to the purchaser.

iii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alternatives necessary to meet specification requirements free of cost to the Purchaser.

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iv) The Purchaser's right to inspect, test and, where necessary, reject the goods after the Goods arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representatives prior to the Goods shipment from the country of origin.

v) Materials are subject to inspection by the purchaser before dispatch. The materials may also be subject to stage inspection by a third party nominated by BCCL for the purpose. Final inspection shall, however, be carried out at the consignee's end.

vi) Nothing in these documents shall in any way release the supplier from any warranty or other obligations under this contract.

vii) The purchaser shall, at its discretion, have the right to test the ordered material in a Government Test House or in a test house nominated by the purchaser. In case of failure of the material after testing, the cost of tests as well as of the material shall have to be borne by the supplier.

Final Inspection at destination site shall be arranged by the consignee within one week from the date of receipt of the material. Supplier's technical representative must be available at the time of inspection.

NOTE : You will ensure safe & sound delivery of stores at consignee's end .

12. PENALTY FOR FAILURE TO SUPPLY IN TIME: The delivery of stores stipulated in Purchase order shall be deemed to be of the essence of the contract and delivery of the stores must be completed by the date specified. No materials should be supplied beyond the specified delivery period, unless specific approval has been obtained from the purchaser. In the event of failure to deliver the stores within the stipulated date/ period in accordance with the samples and/or specification mentioned in the supply order, and in the event of breach of any terms and conditions mentioned in the supply order. Bharat Coking Coal Limited reserves the right:

a) To recover from successful tenderer, as agreed liquidated damages, a sum not less than 0.5% (half percentage) of the price of the stores which successful tenderer has not been able to supply (for this purpose part of a unit supplied will not be considered) 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 by BCCL, the limit of 10% can be increased to 15% .

b) To cancel the supply order or a portion thereof, and if so desired to purchase the store at the risk and cost of the defaulting supplier and also/or

c) 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 cancelling the supply order in respect of consignment not yet due for supply or

d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.

e) Whenever under the contract a sum of money is recoverable from and payable by the supplier, BCCL shall be entitled to recover such sum by appropriating, in part or whole by deducting any sum or which at any time thereafter may be due to the successful tenderer in this or any other contract with Bharat Coking Coal Ltd. or any subsidiary of Coal India Ltd. Should this sum be not sufficient to cover the full amount recoverable, the successful tenderer shall pay BCCL on demand the remaining amount. The supplier shall not be entitled to any gain under this clause.

f) To forfeit the security deposit full or in part or

g) To encash any Bank guarantee which is available for recovery of the penalty

13. SUBMISSION OF BILL: 100% value of bill duly stamped, signed & pre-receipted in five copies, as per terms of the order should be submitted for payment to the paying authority through consignee. Bill should be

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submitted along with challan, consignment note (if required), packing list if any, Guarantee/Warranty certificate, fitment / Test certificate if required, proof of payment of freight charges if freight is claimed, documentary evidence of Excise duty payment if claimed, Lowest Price Certificate, and any other documents indicated elsewhere in the order.

(Note – All documents to be submitted shall be duly authenticated)

(No payment will be made without submission of Performance Bank Guarantee & Security Deposit)

14. GUARANTY/WARRANTY: as per standard guaranty/warranty of the OEM ie M/S Microsoft Volume Licence is perpetual in nature and it gets generated and activated in the name of end user only. However, there is no scope of getting fault or problem with such licences as software licences are not tangible property. software licence will be available forever in the name of End user at Microsoft Volume licence Site. A certificate to this effect shall be submitted along with the supplies.

15. MEDIA GUARANTEE: CD/DVDs of the Software (MS-Office 2013 Std. Version model: Office std 2013 SNGL OLP C Part No.021-10256), which are to be prepared & Supplied by you, should be without any defect. You should ensure installation of the all the softwares from any one of these CD/DVDs.

16. PACKING: Consignment shall be supplied in suitable standard proper packing.

17. FORCE MAJEURE CLAUSE: If the execution of the supply order is delayed beyond the period stipulated in the supply order as a result of out-break of hostilities, declaration of an embargo / curfew or blockade or fire, flood, acts of nature or any other contingency beyond the supplier's control due to act of God then BCCL 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.

18. PERFORMANCE BANK GUARANTEE: PBG for satisfactory performance of the contract on non judicial stamp paper from a schedule/Nationalized Bank in India valid for the Guaranty period plus two months from the date of successful installation and commissioning of the supplied materials for 10 % value of the order i.e for Rs. 14,57,558.00 (Rupees Fourteen lakhs fifty Seven Thousand Five hundred and fifty eight only) (order value means FOR destination price including taxes, duties, transportation & insurance charges & other charges if any) shall have to be submitted to MM Division, BCCL, Koyla Bhawan on or before commencement of supply. The format for PBG shall be as was provided along with the NIT and enclosed.

The original Bank Guarantee should be sent to the beneficiary directly by the issuing bank under registered post with A.D

19. AFTER SALES SERVICE: After Sales service shall be rendered by you .

20. LOWEST PRICE CERTIFICATE: You should submit a certificate along with bill as stated below:

"The rates of the stores under this contract are the lowest at which we are selling to any other Customer / Govt. Deptt./ Subsidiaries of CIL/ Other PSUs . If the materials are sold at any lower rate than that mentioned in this contract to any other agency , the same will automatically be applied to this contract from that date"

21. PRICE-FALL CLAUSE: The price charged for the Stores / Equipment supplied against the order, , shall in no event exceed the lowest price at which you shall sell or offer to sell the Stores / Equipment of identical description to your any customer during the pendency of the

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SUPPLY ORDER NO. BCCL/PUR/313096/MS OFFICE/13-14/STE/44 /244

Dated 11.01.2014

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Contract / Supply Order. If you at any time during the pendency of the Contract / Supply Order sell or offer to sell such stores to any customer, at a price lower than the price stipulated in the Contract / Supply Order placed by BCCL you shall forthwith notify to BCCL such reduction in sale price of stores / equipment supplied after such reduction coming into force shall stand correspondingly reduced.

22.INSTALLATION: You will ensure the installation of all the software from any one of these CDs/DVDs (as mentioned at clause no.15 above) as shall be directed by the consignee/GM(System),BCCL.

ALL DISPUTES ARE SUBJECT TO DHANBAD COURT AND JHARKHAND HIGH COURT JURISDICTION ONLY.

This contract is concluded with the issuance of this supply order.

Yours faithfully,

For & on behalf of Bharat Coking Coal Ltd.

Nadeem
(Nadeem Khan)
MT(MM)
11/01/2014

(C R Samantray)
Chief Manager(MM)
11/01/14

INDENT & BUDGET CERTIFICATION REFERENCE

Indent no. and date	B C & F.C. No. with date
Indent No.BCCL/HQ/Sys/2013-14/Soft-01 dated 01.08.13 I.R. 313096(12-13) dated 08-07-2013	BC SI.no.EDP Deptt./Rev/13-14/Hire charges of Computers/08 dtd 09.05.2013 & e-FC No BCCL/REV/CM(FIN)Pay I/C/FC/13-14/EDP/ Hire charges of Computers/31 dated 11.01.2014 for Rs. 1,45,75,579/-

Enclosure:

- 1.Technical Specification(Annexure"A")
- 2.Format of PBG(Appendix-I)
- 3.Format of Security Deposit (Appendix-II)
- 4.Bank Details/EFT Mandate

Copy: 1.M/S Microsoft Corporation(India) Pvt Ltd. Business Centre, Bachhawat House, Ground Floor,2, Dr. Martin Luther King Sarani (Upper wood Street),Kolkata – 700016

2.M/S Microsoft Corporation(India) Pvt Ltd. DLF Cyber Greens,9th Floor,Tower-A, DLF Cyber Citi,Sector-25A, Gurgaon-122002

Copy to:

1.GM (System)P&D, BCCL, , Koyla Nagar

2.CFM(Pay) I/C , Koyla Bhawan

3.Justice Ashok Kumar Chakraborty (Retd.), BB-69, Sector I Salt Lake, Kolkata – 700064

4.MM(Tech Cell), MM Div, Koyla Bhawan

5. GM(MM)CIL/CCL/SECL/ECL/NCL/WCL/MCL/NECL

6.Master File/Office Copy

This issues with the concurrence and approval of the competent Authority.

Nadeem
MT(MM)
11/01/2014

(C R Samantray)
Chief Manager(MM)
11/01/14

ANNEXURE- "A"

TECHNICAL SPECIFICATION OF MS OFFICE 2013 (STD) Software

SPECIFICATION	QTY
1. MS-OFFICE 2013 Software, standard version with Microsoft License in the name of "BHARAT COKING COAL LIMITED, DHANBAD", Model Office std 2013 SNGL OLP C Part No.021-10256 2. The product should be bundled with MS-WORD, MS_EXCEL, POWER POINT and OUTLOOK	588 Licenses in the name of "BHARAT COKING COAL LIMITED, DHANBAD" 30 copies of the software (MS-Office 2013 std. Version Model Office std 2013 SNGL OLP C Part No.021-10256) on CD/DVD are to be prepared and supplied.

Guarranty/Warranty: as per standard guarranty/warranty of the OEM ie Microsoft Volume Licence is perpetual in nature and it gets generated and activated in the name of end user only. However, there is no scope of getting fault or problem with such licences as software licences are not tangible property. software licence will be available forever in the name of End user at Microsoft Volume licence Site.

Media Guarantee: CD/DVDs of the Software (MS-Office 2013 Std. Version, Model: Office std 2013 SNGL OLP C Part No.021-10256), which are to be prepared & Supplied by you, should be without any defect. You should ensure installation of the all the softwares from any one of these CD/DVDs .

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MT(MM) 4/01/2014

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Chief Manager(MM)