

SO no: 21000313921300 dt. 19.03.22

Supply of Toyota Fortuner SUV Car

केवल नागपुर कोर्ट के अधिकार क्षेत्र में

Under Jurisdiction of Nagpur Court only



वेस्टर्न कोलफील्ड्स लिमिटेड  
Western Coalfields Limited  
(मिनीरत्न कंपनी) (A Miniratna Company)  
(कोल इंडिया लि. की अनुषंगी कंपनी)  
(A Subsidiary of Coal India Limited)



सामग्री प्रबन्धन विभाग

Department of Material Management

CIN – U10100MH1975GO1018626 FAX: 0712-2510284 [www.westerncoal.nic.in](http://www.westerncoal.nic.in)

पंजी. का. : कोयला विहार, सिविल लाईंस, नागपुर (महाराष्ट्र) -440001/Coal Estate, Civil Lines, Nagpur (MS)-440001

SO. NO.21000313921300

Dtd:- 19.03.2022

### SUPPLY ORDER

To

M/s PATNI AUTO SERVICES LLP  
D-3, MIDC, HINGNA,  
NAGPUR-440016  
GSTIN: 27AAXFP2776R1ZW

Vendor Category: Dealer, Non -MSE  
Vendor Code: 10012648  
Email: [gmsales\\_ngp@patnitoyota.com](mailto:gmsales_ngp@patnitoyota.com)  
Phone no: 7796614801

Dear Sir,

**Sub : Formal Order for Supply of TOYOTA FORTUNER SUV CAR (DIESEL)**

- Ref : 1. Our Open tender enquiry no. WCL-Hq-Pur-shs-022-2021-22, opened on 09-02-2022 (Tender ID:2022\_WCL\_230499\_1) Price bid opened on 07-03-2022  
2. Your offer vide Bid id no :773021 and subsequent shortfall documents/ Clarifications on e-procurement portal.  
3. E-Office ref no: E-619666

This has reference to above. We are pleased to place FORMAL ORDER on you for Supply of TOYOTA FORTUNER SUV CAR (DIESEL), as per the rates, technical specifications and terms and conditions stipulated below and general terms and conditions enclosed.

Sl. No	Item	Qty	Basic(in Rs)	GST(in Rs) (28%)	CESS(in Rs) (22%)	Ex Showroom Price(in Rs)
1	TOYOTA FORTUNER SUV CAR (DIESEL) Colour- Crystal shine sparkling black Scope of supply-Obtaining RTO registration, Insurance, Road Tax, Fastag, HSRP, Toyota Genuine Accessories (Floor mat, Trunk mat, Mud guard, Car cover, Head lamp crome, Tail lamp crome, Side cladding, Muffler cutter, License frame, Safety belt, Sun visor), Paint protection	1	2259333.33	632613.33	497053.33	3389000.00
TCS (1%)(in Rs)						33890.00
RTO Tax(in Rs)						691356.00
Genuine Accessories(in Rs)						69999.00
Insurance(in Rs)						152185.00
Other Charges(in Rs)						27640.00
Total (Landed Value in Rs)						4364070.00

**Total Order Value: Rupees Forty Three Lakhs sixty four thousand and seventy only**

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Nagpur

SO no: 21000313921300 dt. 19.03.22

Supply of Toyota Fortuner SUV Car

Scope of supply, detailed Technical Specifications and other technical terms and conditions as per Annexure-A Enclosed

**OTHER TERMS & CONDITIONS:**

**1.Prices:** The above prices are Firm and on F.O.R. destination basis including Packing, forwarding, freight and Insurance charges. Safe arrival of the consignment at destination shall be your responsibility.

**2.Goods and Service Tax (GST ):** GST shall be paid at actual against documentary evidence as applicable at the time of Dispatch within the stipulated delivery period. The current rate of GST applicable is 28% . You should submit GST Complaint Invoice. You have to comply with the terms and conditions of GST Act/ Rules such as issuance of Tax Invoices, ensure payment of GST and enabling mechanism to facilitate Input Tax credit by WCL (as applicable ). As per the recent guidelines, ITC is not applicable on the Capital Goods.

**3. Miscellaneous Taxes/Charges:** Such as TCS, Cess, RTO Tax, Genuine Accessories, Insurance, Other Charges shall be applicable as indicated in prepage.

**4.Delivery:** The supply to be completed within 75 days from the date of placement of order. The delivery schedule shall be reckoned from 7<sup>th</sup> day of the order date. No material to be supplied without delivery extension. Request for extension of delivery period to be made within the schedule delivery period.

**Grace Period :** A grace period of 25% of original delivery period or 21 days, whichever is earlier, unless specifically disallowed will be applicable.

Where supplies are made within the grace period, there is no necessity for any extension in delivery period and the paying authorities shall make payment without any amendment to the contract delivery period. No liquidated damages are leviable in respect of supplies made within the grace period. The extra expenditure, the purchaser may have to incur on account of increase/fresh imposition of GST/CST/VAT, Excise/Customs Duty etc. which takes place within the above grace period will also not be recoverable from the suppliers.

The grace period is allowed as a matter of grace and is not intended to operate as extension of the delivery period. The grace period will only apply to the original contract delivery period / refixed delivery period and will not be applicable once an extension of delivery has been granted.

**5. Inspection:**Final Inspection of the consignment shall be carried out at the destination stores, which will be arranged by the consignee on receipt of stores. WCL reserves the right to reject the goods which do not confirm to the specifications.

**6. Consignee:** Manager (E&M)/Admn, GSD Dept., WCL Headquarters. Civil Lines, Nagpur 440001

**7.Payment terms:** 100% payment shall be made within 21 days after receipt and acceptance of complete Toyota Fortuner as per scope of supply at site by the consignee

**8.Paying Authority:** General Manager (Fin), Western Coalfields Limited, Hqrs, Nagpur 440001

**9.EFT Details of the supplier:** As per Bank Mandate of the firm Enclosed as Annexure-B

**10.Submission of Bills:** The following documents are to be submitted along with original bills as per terms of the supply order to the consignee.

- (i) Pre-receipted and stamped GST compliant Invoice as per GST rules.(Invoice should be strictly as per GST laws 2017)
- (ii) Packing list in original list giving details of bill of materials, if applicable.
- (iii) Consignment note / RR/ LR in original (if applicable).
- (iv) E-Way Bill ( if applicable ) as per the GST rules
- (v) Warranty / Guarantee certificate
- (vi) Lowest price Certificate

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19/03/22

*Manoj Kumar*



**11. Mode of dispatch:** All the stores securely packed are to be dispatched by road transport to the consignee on Freight paid basis.

**12. Security Deposit:** You have to furnish Security Depot amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 3% (Three percent) value of the awarded contract i.e. **Rs. 1,30,923.00** (Rupees one lakhs thirty thousand nine hundred twenty three rupees only) within 15 days time from the date of supply order to the order placing authority. In case of Bank Guarantee (SDBG) the same is to be issued from a RBI Scheduled Bank in India (on a non-judicial stamp paper) and to be issued by the issuing bank on your behalf in the favour of "Western Coalfields Ltd" shall be in paper form as well as issued under "Structured Financial Messaging System"(SFMS), the format of which is attached as Annexure-D.

The SDBG shall remain valid up to 3 months after completion of supplies and acceptance of materials by the consignee. Security Deposit will be released within 30 days after completion of supplies and acceptance of material by the consignee

If you fails to deposit the security deposit within 15 (fifteen) days from date of notification of award/ placement of order, another opportunity shall be given to you for submission of Security Deposit within next 15 days. If you still fails to deposit the security deposit within the extended period but executes the supplies within the security deposit extended period, the submission of Security Deposit shall be waived, as the purpose of submission of SD is fulfilled.

In case if you did not submit the security deposit even within the extended period for SD submission but has supplied the materials either in full or in part after the extended period for SD submission, the SD shall be deducted from the first bill or in case of insufficient amount from subsequent bill(s) till the full SD amount is deducted. Further, a penalty equivalent to 0.5% (half percent) of SD amount for delay of each week or part thereof (period of delay is to be calculated from the 31st day from the date of notification of award/placement of order to the date of receipt of full SD/deduction of full SD) shall be levied subject to a maximum of 3% of the contract value.

Note: For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.

The bank guarantee issued by the banker of the firm shall be operational for all purposes at Nagpur branch (Maharashtra).

The Bank Guarantee issued by the issuing bank on behalf of the supplier in the favour of Western Coalfields Ltd shall be in paper form as well as issued under "Structured financial messaging system". The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of beneficiary and details	
Name	Western Coalfields Ltd
Area	Head Quarter
Bank A/c No: / Cust ID of beneficiary	Current Account no: 005905018053; Customer Id: 556096497 ; ICICI Bank Ltd, Commercial Banking, 9C/A& 9C/B, Ground Floor, Shriram Towers, LIC Square, Nagpur – 440001, Maharashtra
IFSC code	ICIC0000059
Bank Manager Name & Ph no:	UJJWAL KITE: Ph n: 0712-6627389
BG ADVISING MESSAGE – 760COV / 767COV via SFMS	
Field Number	Particulars
7035	ICICI0000059
7037	WCL556096497

The original bank guarantee issued by the issuing bank shall be sent by the issuing bank to the following address by Registered post / Speed Post.

General Manager (MM) I/c  
Materials Management Wing  
Western Coalfields Ltd HQ, Coal Estate, Civil lines  
Nagpur – 440001 Maharashtra

Any extension / amendments to the BG shall be done following the same procedure as above.

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N. Anand



For ready reference and updation of BG in WCL portal , it is necessary that BG issuing / amending bank send the BG advise in the form of message format 760COV /767COV via SFMS ( Structured Financial Messaging System ) as provided by RBI.

In the event of BG issuing / amending bank not sending the message 760COV /767COV or committing any error while capturing the details at least in the above mentioned field, BG confirmation through online portal would not be updated if issuing bank does not adhere to advisory, WCL will not be responsible

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode to avoid any problem in future.

Original bank Guarantee issued by the Issuing Bank shall be sent by the Issuing Bank to concerned Department/Area by Registered/ Speed Post.

The beneficiary's bank/advising bank shall send a copy of advice received under SFMS mode to concerned Area/HQ through e-mail at their e-mail id and provide print out of the said message from advising bank with seal and signature, to the Finance Dept, of concerned Area/HQ. For this purpose, each Area/HQ shall provide their e-mail ID to the Advising/Beneficiary Bank.

On receipt of the original Bank Guarantee from the Issuing Bank, the concerned department of Area/HQ shall verify the validity/amount of BG and further approach their Associate Finance Department for an advice of BG confirmation received under SFMS mode.

Associate Finance department of the Area/HQ shall forward the advice received under SFMS mode from Advising bank to the concerned department of Area/HQ at their e-mail ID and also hand over the print out of the advice with sign and seal of the Advising Bank. The BG advice received under SFMS mode may be forwarded by Associate Finance department to concerned department suo-moto along with print out of the advice with sign and seal of the Advising Bank, if the details of concerned Area/ department is known.

On receipt of Original BG in paper form, the concerned department shall verify the same and if found in order, forward the same along with the confirmation message to their AFM/HOD(Fin) /Associate Finance for safe custody.

Concerned Associate Finance of the HQs/ shall pass on the BG along with the confirmation message so forwarded by the concerned department (after acceptance) to their Associate Finance section for safe custody.

Under SFMS, extension/subsequent amendments to the BG can be done following the same procedure as stated above.

For encashment, the BG shall be placed directly before the issuing bank at Nagpur Branch.

**13. Guarantee/ Warranty:** The supplier shall guarantee for satisfactory performance for Standard three years or one Lakh KM whichever is earlier.

**14. Liquidated Damages:**

(a) In the event of failure to deliver or dispatch the equipment/stores within the stipulated date/period in accordance with the terms and conditions and the specifications mentioned in the supply order and in the event of breach of any of the terms and conditions mentioned in the supply order, the Purchaser shall have the right:

(a) To recover from the successful bidder as agreed liquidated damages, a sum not less than 0.5% (Half Percent) of the price of any equipment/ 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% (Ten Percent) of the total contract value, or

(b) To purchase elsewhere after due notice to the successful tenderer on the account and at the risk of the defaulting supplier, the equipment/stores not supplied or others of similar description without cancelling 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 equipment/ stores at the risk and cost of the defaulting supplier and also,

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*Handwritten signature: Paul T. Schell*



(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) To forfeit the security deposit full or in part.

(f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, the Purchaser 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 recover the full amount recoverable, the successful tenderer shall pay the Purchaser on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.

For the purpose of the calculation of the liquidated damages amount, the basic Free Delivery at Site price shall be considered. For direct imports, the CIP price at Final Place of destination will be considered. Taxes and duties shall not be taken into account for calculation of LD. However, when prices indicated in the order are inclusive of taxes and duties, such prices will be taken for calculation of LD.

**(b) Denial Clause:**

In case of extension of delivery period, any increase in statutory duties and/or upward rise in prices due to price variation clause and/or exchange rate variation clause, is to be borne by the seller during the extended delivery period, while purchaser reserves its right to get any benefit of downward revisions in statutory duties, PVC and exchange rate variation clause.

**15. Force Majeure Clause:** -If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes or act of God (hereinafter referred to "events") provided, notice of the happening of any such event is given by either party to the other within 21 days from the date of occurrence thereof neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, provide further that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the contractor at a price to be fixed by the CIL / Subsidiary Company, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain."

**16. Risk Purchase Clause:**

In the event of failure of the supplier to deliver or dispatch the stores within the stipulated date/period of the supply order or in the event of breach of any of the terms and conditions mentioned in the supply order/ contract, WCL shall have the right to purchase the stores from elsewhere after due notice to the defaulting supplier at the risk and cost of the defaulting supplier. The cost as per risk purchase exercise shall be recovered from the Earnest Money Deposit/ Security Deposit/ Performance Security of the supplier and/or bills submitted by the supplier against the same contract or any other contract pending in the same Subsidiary Co. and/or in any other Subsidiary Companies / CIL.

Risk Purchase Action shall be initiated as a last resort, if the supplier has failed to deliver despite having been given adequate and proper notice to discharge its obligations and under any of the following conditions:

- a) When the supplier fails to deliver the materials even after extending the delivery period.
- b) When the supplier fails to respond to purchaser's request for supply of the materials and fails to provide any genuine and bonafide reason for the delay in supply.
- c) When the supplier breaches any of the terms and conditions of the supply order/ contract and as a result fails to execute the order satisfactorily.

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**17. Lowest Price Certificate:-** You have undertaken that the prices quoted by you for the ordered items are the lowest prices as applicable to any other Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization

**18. Price Fall Clause:-**


"You have undertaken that you have not offered to supply / supplied / is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other P S U or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded .

- (i) The currency of contract will mean the period till completion of supply.
- (ii) It shall be your responsibility to inform the purchaser of offer to supply / supply of the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization during the currency of the contract.
- (iii) You shall submit a certificate along with the bill(s) that it has not offered to supply / supplied the similar /ordered item (s) at a lower rate to any Organization / Ministry / Department of the Govt, of India or Coal India Ltd. and /or its Subsidiaries or other PSU or any other private organization. "


**19. Settlement of Disputes through Court of Law of Competent Jurisdiction:** The Courts in whose territorial jurisdiction the place from where contract is being issued is located i.e. Nagpur shall be competent to deal with any matter arising out of this purchase Order/Contract . Therefore any disputes/claims arising out of the contract entered into with the suppliers will be subject to the jurisdiction of the Nagpur court of law

**20. General Conditions of Contract:** All other terms and conditions shall be as per the NIT. This order shall also be governed by the General Conditions of Contract attached as Annexure-C, unless and otherwise specified above.

This order is being placed on the basis of terms and conditions already accepted by you as per the NIT terms. You may acknowledge the receipt of this order within 15 days from the date of receipt of this order.

  
(Shahid Hussain Shaik)  
प्रबंधक (सा.प्र)

Yours faithfully

  
(Navin Nischal)  
मूक्य.प्रबंधक (सा.प्र) 19/3/2022

**Enclosures: -**

1. Annexure A- Detailed technical specification
2. Annexure B -Bank Mandate Form of the supplier for Bank Details
3. Annexure C- General Conditions of Contract
4. Annexure D- Bank Guarantee Format for Security Deposit

**Copy to :**

1. GM(GSD), WCL Hqrs
2. GM(E&M)HOD/GM(P&P) HOD/ GM(Fin)-I WCL(HQ), Nagpur
3. Ch. Manager(Fin)CP, WCL Hqrs
4. Shri Deepak Tukaramji Agade, Manager (E&M)/Admn. WCL(HQ) Nagpur
5. Ch. Manager(MM) / Admin- WCL hqrs

SO no: 21000313921300 dt. 19.03.22

Supply of Toyota Fortuner SUV Car

6. M/s. Toyota Kirloskar Motor Private Limited,  
Plot No.1, Bidadi industrial Area, Ramanagar Dist.  
Karnataka - 562109


- This is inreference to your authorization  
Ref. No. 2022/W/003 dt. 25.01.22

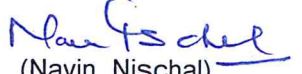
**Indent details:-**

SI No.	UNIT	Indent Ref
1	WCL Hqrs	SAP PR No.1300012863 dt.18.11.21

**BC Reference:** BC no.

FA/WCL/CAP/BC/VEHICLE/12/07/63, Dated. 17.03.2022 for Rs.43,64,070/

  
(Shanid Hussain Shaik)  
प्रबंधक (सा.प्र)

  
(Navin Nischal)  
मूक्य प्रबंधक (सा.प्र) 19/3/2022

ANNEXURE – A

**DETAILED TECHNICAL SPECIFICATIONS/FEATURES**

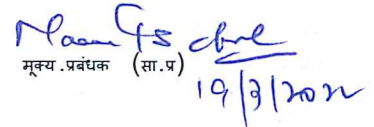
**ITEM DESCRIPTION :TOYOTA FORTUNER SUV CAR (DIESEL)**

**Scope of supply**-Obtaining RTO registration ,Insurance, Road Tax, Fastag, HSRP, Toyota Genuine Accessories (Floor mat, Trunk mat, Mud guard, Car cover, Head lamp crome, Tail lamp crome, Side cladding, Muffler cutter,License frame, Safety belt, Sun visor ), Paint protection

**SPECIFICATIONS/FEATURES**

- 1.Engine- Displacement-2755 cc
2. Fuel tank capacity- 80 Ltrs.
3. Seating capacity- 7
4. Overall L x W x H- 4795 mm x 1855 mm x 1835 mm
- 5.Colour- Crystal shine sparkling black
- 6.Dusk sensing LED projector head lamp
7. Touch screen Navigation System
- 8.Smart Entry System with Start-Stop button
- 9.Vehicle Stability & Traction Control System
10. SRS Airbag
- 11.Anti lock braking
- 12.Speed sensing Auto-lock

  
प्रबंधक (सा.प्र)

  
मुख्य प्रबंधक (सा.प्र)  
19/3/2022



## Annexure-B

## Tender No. WCL-Hq-Pur-shs-022-2021-22

## MANDATE FORM

(Account/s Information form)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETTLEMENT (RTGS)/  
NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR  
RECEIVING PAYMENTS

## A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	M/S. PATNI AUTO SERVICES LLP
COMPLETE CONTACT ADDRESS	D-3, MIDC, HINGNA, MIDC, NAGPUR-440016
MOBILE NUMBER / PH NO	7796614801
E.MAIL	anurag.patnitoyota@gmail.com

## B. BANK ACCOUNT DETAILS :

ACCOUNT NAME (Name appearing in your Cheque Book)	PATNI AUTO SERVICES LLP
BRANCH NAME WITH COMPLETE ADDRESS,	HINGNA INDUSTRIAL ESTATE,X-43,MIDC AREA, HINGNA ROAD, NAGPUR-16
BRANCH CODE	1632
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account of the Beneficiaries (veñdor) must be in the name of the Firm as appeared in the tender.	39531910654
IFSC CODE	SBIN0001632
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	CURRENT ACCOUNT
MICR CODE OF BANK	440002007

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(*Yash*)  
Signature of Vendor

Date : 31-01-2022

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

(*Manoj*)  
Signature of Authorized signatory of the Bank

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**ANNEXURE – C**

General Conditions of Contract (GCC)

1. Definitions

In the interpretation of the contract and the general and special conditions governing it, unless the context

otherwise requires, the following terms shall be interpreted as indicated below:

a) "The Contract" means the agreement entered into between the Purchaser and the Supplier including all attachments and appendices thereto and all documents incorporated by reference therein including Invitation to tender, Instructions to tenderers, Acceptance of tender, Particulars and the General and Special Conditions specified in the acceptance of tender;

b) "Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

c) "Goods" means all of the equipment, plant, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

d) "Services" means those Services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental Services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;

e) "GCC" means the Conditions of Contract contained in this section;

f) "SCC" means the Special Conditions of Contract;

g) "Purchaser" means the organisation purchasing goods and services, i.e., Coal India Limited or its subsidiaries or areas falling under various subsidiaries of Coal India Limited;

h) "Purchaser's country" is India;

i) "Supplier/Contractor" means the individual, firm or company with whom the contract has been concluded for supplying the Goods and Services under the Contract. The Supplier/Contractor shall be deemed to include its successors (approved by the purchaser), representatives, heirs, executors, administrators and permitted;

j) "CIL" means Coal India Limited or the Subsidiary Company of CIL or areas falling under various subsidiaries of CIL where Goods are deployed/ used;

k) "Year" means the Calendar Year.

l) "Chairman" means the Chairman of Coal India Limited.

m) "Chairman-cum-Managing Director" means Chairman-cum-Managing Director of any of the Subsidiary Companies of Coal India Limited, presently Central Coalfields Limited, Eastern Coalfields Limited, Western Coalfields Limited, Bharat Coking Coal Limited, Central Mine Planning & Design Institute Limited, South Eastern Coalfields Limited, Northern Coalfields Limited and Mahanadi Coalfields Limited.

n) "Drawing" means the drawing and plans specified in or annexed to the schedule or specifications.

o) "Inspector" means any person nominated by or on behalf of the purchaser to inspect supplies, stores or work under the contract or his duly authorized agent.

p) "Progress Officer" means any person nominated by or on behalf of the Purchaser to visit supplier's works to ascertain position of deliveries of Goods ordered.

q) "Materials" shall mean anything used in the manufacture or fabrication of the stores.

r) "Stores" means the goods specified in the Supply Order or schedule which the supplier/contractor has agreed to supply under contract.

s) "Test" means such test or tests as are prescribed by the specifications or considered necessary by the Inspector or any agency acting under direction of the Inspector.

t) "Site" mean the place or places named in the "Supply Order" or such other place or places at which any work has to be carried out as may be approved by the purchaser.

u) Words denoting the persons shall include any company or association or body of individuals whether incorporated or not.

v) Words in singular include the plural and vice-versa.

w) Words denoting the masculine gender shall be taken to include the feminine gender.

x) "Writing" shall include any manuscript, typewritten or printed statement under or over signature or seal as the case may be.

y) "Unit" and "Quantity" means the unit and quantity specified in the schedule.