

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPPALLI - 620014
HRM – CANTEENS

NOTICE INVITING TENDER

1	Tender Ref No	BHEL:HRM:CANT:SFOIL:TENDER:AUG 2024 dt 13/08/2024	
2	Tender Type	Two Part bid	
3	Supply of Material	Refined Sunflower Oil	
4	Approximate Qty. required.	7000 litres	
5	Delivery Location	BHEL - Trichy	
6	Delivery schedule	Within 5 days from the date of issue of PO	
7	Contents of Tender Document	A] Terms and conditions ANNEX-1A (Instruction to Bidder) ANNEX -1B (Administrative instructions) ANNEX -1C (Technical Terms & Conditions & Vendor qualifying criteria) ANNEX – 1D (General Terms & Conditions) B] Tech & Price Bid ANNEX –2 (Technical commercial bid) ANNEX –3 (Price bid)	Pages 02 01 01 05 Pages 02 01
8	Address for submission of offer	The Tender Opening Cell / MM, Room No: 26, Ground Floor, Building – 24, Bharat Heavy Electricals Limited, Trichy – 620 014	
9	Contact details for queries related to tender	A Soundararajan, Engineer (HR – Canteen) 0431-2577327; e-mail: sound@bhel.in	
10	Due date for submission of offer	27/08/2024 at 14:00 Hrs	
11	Technical Bid opening schedule	27/08/2024 at 14:30 Hrs	
12	Price Bid Opening schedule	Will be intimated separately to Technically qualified vendors	

Thanking you,

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED,


 (A Soundararajan)
 Engineer (HR – Canteen)

Tenderer Signature and Seal

INSTRUCTIONS TO THE TENDERER

1. **The First cover** shall contain Technical bid and shall be sealed and super scribed as Technical Bid for NIT/Enquiry No. and name of the supply.
2. **The second cover** shall contain only Price bid for the above supply and to be quoted as per the format given in price bid. Any other information in price bid will not be considered. The envelope shall be sealed and super scribed as Price Bid for NIT / Enquiry No and name of supply.

All the above Two covers shall be kept into one cover, sealed and super scribed as Tender Document for the supply as per NIT (NIT/Enquiry No. and name of the work).

The Tender (cover containing technical bid & price bid) should reach The Tender Opening Cell / MM on or before the due date and time. These documents should be sent either by Registered post / Speed Post / courier / in person. Tenders received after scheduled date and time will not be considered for evaluation. **Bidders are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through email to the following mail ID only (tender_cell@bhel.in) with Tender Reference Number as Subject in Mail. BHEL will not take responsibility for non-receipt of offers / delay in receipt of offers through mail due to network issue.**

3. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
4. **Price bid shall be valid for one month from date of Tender opening.**
5. Rates should be quoted as per Price Bid Format only and the Rate quoted is inclusive of GST, other Taxes if any, Transportation, Loading, Unloading, etc. No additional claim will be allowed. Rates quoted in any other form will not be accepted, and will be rejected.
6. **BHEL does not guarantee any minimum quantity.**
7. No other pre conditions along with your offer will be entertained by BHEL.
8. Tenderer who have been suspended or black listed or issued with "Show Cause Notice" by BHEL, Tiruchirappalli - 620014 or any other unit of BHEL or Government organizations will not be allowed to participate in the tender. Even during the course of evaluation/ finalization of tender if it is found that some of the parties are black listed/ barred from business transaction/ under business hold, BHEL will not consider them for further evaluation of tender.
9. Should a tenderer find discrepancies or omissions in the tender documents, or should there be any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time. No extension of time shall be given for submission of the tender on any account.
10. Tender shall be submitted on or before the scheduled dates and time in the letter head of the firm/company as per the model format given by us. Also Technical bid & Price bid not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid. **All pages of this tender documents (for having accepted all the terms and conditions) and supporting documents shall be dully signed, stamped and Submitted as technical bid. Documents not signed and stamped by the authorized signatory of the bidder shall not be accepted and considered for evaluation of bid.**
11. If a tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, the BHEL will reject such tender at any stage.
12. Words imparting singular number shall be deemed to include plural number and vice-versa where the context so requires.

**Tenderer Signature and Seal**

Ref - BHEL:HRM:CANT:SFOIL:TENDER:AUG 2024

Date: 13/08/2024

13. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable for rejection.
14. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work.
15. Tender can be cancelled at any stage due to unavoidable circumstances.
16. Bidders are advised not to wait till the last minutes or last few seconds w.r.t tender closing time to submit their offer to avoid complications related with Road Traffic and any other conditions.
17. **Tenderer shall sign and affix the seal in the tender documents for having accepted the conditions and submit the same along with Technical Bid. In case of corrigendum issued to this tender, corrigendum shall also be signed and seal affixed by tenderer (other than extension of tender opening schedule) and to be submitted along with Technical bid. Supporting documents must be self-attested by tenderer.**
18. **All future communications / corrigendum related to this tender if any would be posted in BHEL Website / Central Public Procurement Portal only. Tenderers are advised to visit regularly BHEL Website / Central Public Procurement Portal for all future communications / Corrigendum.**
19. All entries in the tender documents should be in one ink. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. All overwriting/cutting, etc will be numbered by bid opening officials and announced during bid opening.
20. **In case of any difference in the amount written in figures and the amount written in words, then the amount written in words will be treated as the amount quoted.**
21. Tender will be opened at Tender Opening Cell/MM in the presence of available tenderers. In case the tenderer would like to depute a representative, suitable authorization letter should be sent along with representative at the time of tender opening. More than one representative will not be permitted at any case.

Note

BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines including Guidelines for suspension of Business Dealings, without any liability for any compensation to the bidder if, BHEL discovers at any time that any statement made by the bidder is false, fraudulent

Or

Any document submitted by the bidder was fake and forged

Or

If BHEL determines in the sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.



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Ref - BHEL:HRM:CANT:SFOIL:TENDER:AUG 2024

Date: 13/08/2024

Annexure – 1B

Administrative instructions:

1. Required quantity may vary based on our actual requirement and Quantity mentioned in the purchase order shall be final. BHEL does not guarantee any minimum quantity.
2. Normally the supply should be made as per the indent.
3. Price bid shall be valid for one month from date of Tender opening.
4. **Supply of sunflower oil must be from the accepted brands which are available in Technical terms and conditions and brand name should be mentioned in the Technical bid. Non availability of brand name in the Technical bid will lead to rejection of offer. Also offer will be rejected if the supplier submits the bid for other than the accepted brands. Supply of Sunflower oil should be in 5 litres jerry can / Food Grade Plastic can only. Technical Bid without brand will be summarily rejected.**
5. Kindly note that Technical bid & Price bid should be followed by the below mentioned quote and duly signed under.

“We are accepting all the terms and conditions of this BHEL tender without any deviation”

In the absence of the above statement, BHEL will presume that all terms and conditions of this tender are accepted by the vendor.

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Annexure – 1C**Technical Terms and Conditions****1. Following brands only accepted for the Supply of Refined Sunflower oil.**

Sun Drop, Dhara, Ruchi's Nutrala, Gold Winner, Fortune, Aachi, Dr.Gold, Mr.Gold, Goldensun, Sunfresh, Sun Pure & Sunland

2. Supply to be made in 5 litres jerry can / packing only.

3. Successful bidder shall supply items/goods with good quality. Further items/goods supplied shall always comply with the standards prescribed under Prevention of Food Adulteration Rules 1955 or by other accredited governmental agency.
4. If bidder fails to supply entire items/goods as per clause 3, even if part of the supplied items/goods suffers from defect, upon notice by BHEL, full quantity shall be replaced by the successful Bidder immediately and shall take back rejected items from stores at his own cost.
5. Supplied items/goods should be in accordance with norms of Food Safety (FSSAI) act. If any deficiency is found by the food safety inspector, the supplier is fully responsible for the consequences.
6. During the currency of the contract, if needed BHEL may select samples at random from the supplied items by the successful Bidder for testing the conformity of the supply with the standards specified in the Prevention of Food Adulteration Rules 1955 by the Central Food Technological Research Institute (CFTRI), Mysore.
7. In the event of the CFTRI, Mysore or NABL accredited lab certifying that the sample is NOT CONFORMING with the standards of Prevention of Food Adulteration Rules 1955, the unused items/goods will be returned to the Bidder. In such a case the rate for the already used will not be paid at the discretion of BHEL.
8. Moreover, any bidder failing in the quality test by CFTRI, Mysore or NABL accredited lab more than once during their supply, will stand debarred from participating in any tender as per the prevailing BHEL policy.

Vendor qualifying Criteria:-

1. The Bidder must possess PANCARD, GST & FSSAI certificate (must be valid as on the date of opening of technical bid).
2. The Bidder should have supplied Refined Sunflower Oil or similar Category (cooking oil) minimum of 1400 ltrs (cumulative qty. irrespective of No.of supplies) in at least one financial quarter, on or after 01/07/2019 to any organisation / institution / Factory / Company / etc (Proof to be attached like copy of PO / WO along with proof for supply completion like Vendor invoice along with GST Return copy / proof for receipt of payment as the case may be for the supply made other than BHEL/Trichy. For the supply made to BHEL/Trichy, PO copies to be attached).

**Tenderer Signature and Seal**

Ref - BHEL:HRM:CANT:SFOIL:TENDER:AUG 2024

Date: 13/08/2024

Annexure – 1D

General Terms and Conditions

1. The bidder may quote fixed rate for the supply. The rate should include transport, handling, packing, gunny bag cost, profit margin inclusion of all taxes and delivery at BHEL Canteen stores.
2. **Normally PO will be issued through email registered with us / mentioned in the techno commercial bid. Delivery should be made as per PO, any excess materials brought inside the Stores will not be returned at any cost.**
3. In case the lowest priced item does not meet the specifications of the tender, BHEL reserves the right not to consider the same.
4. The payment for the supply shall normally be made within 45 days from the date of receipt of materials at BHEL canteen stores and the payment will be made only through EFT mode (Electronic Fund Transfer).
5. **The successful tenderer shall report at 08:00 AM and complete the delivery of items as per our delivery schedule at our Canteen Stores on the scheduled date of supply before 12.00 Noon. The delivery schedule will be communicated along with our purchase order to the successful tenderer later.**
6. The bulk supply should be made in standard food grade plastic packing only.
7. It shall be the responsibility of the successful tenderer to weigh the materials properly before loading at their end for supply to BHEL Canteen Stores. Delivery Challan / Credit bill in triplicate should accompany the supply.
8. The successful tenderer shall also arrange his own transport and unload the entire quantity first in the Stores receipt area and after weighting the materials in the electronic balance of HRM Canteen Store / weigh bridge and then keep the materials inside the Store room. The process of delivering the supply of materials at the Canteen Store is said to be fulfil of all the above mentioned activities are completed.
9. **Actual weight of sunflower oil will be calculated by removing weight of empty cans, carton boxes, etc. Actual weight of sunflower oil will be converted into litre by using density calculation. Maximum of 0.25% weight shortage (tolerance) will be accepted for the supply and No payment will be deducted for the weight shortage (tolerance). However, supplied No.of 5 litres cans must match with invoice quantity.**
10. **The delivery is to be made in BHEL Canteen Stores. In case of failure in supplying the materials as per our delivery schedule date indicated in the Purchase Order or replacement not done within 2 days, it will be considered as contract has been breached and penalty / remedies will be imposed as per General Terms and conditions, clause – 20.**
11. Considering the weight loss / damage during transportation maximum of 5% allowance from the PO quantity will be given. Payment will be made for the actual receipt only.

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12. The tenderer should possess the correct address of the Firm / Shop, all requisite licenses, Tax Certificates, Registration Documents, etc., for supplying the materials.
13. Offer submitted late beyond the due date & time will be summarily rejected.
14. All the entries in the tender documents should be in one ink. Erasing and overwriting are not permitted. Cancellations and insertions, if any shall be authenticated by the tenderer by signing affixing his seal.
15. After submitting the tender, the tenderer is not entitled to recall his offer or modify the terms and conditions thereof.
16. These general terms and conditions shall be applicable for the bids, however BHEL reserve rights to add, cancel or modify the same at any time without assigning reasons.

17. BHEL reserves the right to

- I. Increase or decrease the tendered quantity. _____
 - II. Cancel the tender enquiry at any stage without assigning any reason.
 - III. Negotiate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
 - IV. In case more than one bidder happens to occupy L-1 status, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of L-1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
18. Disputes or differences arising from this tender or in any manner connected therewith, Head of HR, BHEL - Trichy decision is final and binding.
- I. Any dispute shall initially be discussed amongst parties and settled amicably.
 - II. If no amicable settlement or if there is no scope for amicable settlement, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - III. The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal.
19. All disputes shall be subject to the exclusive jurisdiction of courts at Trichy.



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20. Breach of contract, Remedies and Termination

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:

- a. from dues available in the form of Bills payable to defaulted supplier against the same contract.
- b. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.
- d. In case Vendor fails to fulfil any of the specified terms and conditions of PO / contract then, the PO/Contract shall be cancelled / short closed and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.

21. Liquidate Damages

Supplier shall supply the materials within 5 days from the date of issue of PO. If the vendor fails to complete the delivery / replace the materials within 5 days from the date of issue of PO, Liquidated Damages of a sum equivalent to 0.5% of the PO value per day will be deducted from the supplier subject to maximum of 10% of contract value.

22. Termination of Contract on Death of Contractor:

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BHEL shall have the option of terminating the contract without compensation to the Contractor.

23. Arbitration: -

Disputes or differences arising from this tender or in any manner connected there with shall be subject to the following dispute resolution mechanism:

- Any dispute shall initially be referred to the designated Senior Management of the parties for amicable settlement. Parties shall nominate two persons each from their senior management within 10 days of a dispute arising.
- If no amicable settlement is arrived at within 30 days, then any party may refer the dispute to sole arbitrator to be nominated by the Head of HR, BHEL, Trichy. The place of arbitration shall be at Trichy. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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Tenderer Signature and Seal

- The arbitration award shall be final and binding upon the parties and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal. All the disputes shall be subjected to the exclusive jurisdiction of courts at Trichy.

24. Fraud prevention policy:

- The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.
- Fraud Prevention Policy and List of Nodal officers shall be hosted on BHEL Website, Vendor Portals of Units/Regions intranet.

25. SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS:

Penal action can be initiated on the suppliers / Contractors in line with extant 'Guidelines for Suspension of Business Dealings with Suppliers/ Contractors. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on <http://www.bhel.com> on "supplier registration page".

26. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS REGISTERED AS PER MSME ACT:

- I. 25% of the tendered quantity is earmarked for MSE Vendors (**Manufacturers only**) as per the latest MSE guidelines. **If L1 offer is from a Micro / Small enterprise, this provision is not applicable.**
- II. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs and 3% shall be earmarked for MSE owned by women entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% & 3% of sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs and women entrepreneurs respectively shall be met with other MSE enterprise/s.
- III. In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared equally.
- IV. In case of MSE vendor falls on the same ranking, draw lot or Toss will be followed.
- V. MSE suppliers can avail the intended benefits only if they submit along with UDYAM registration certificate. Without producing of Udyam Registration number, offer will be considered as non-MSE category and not eligible for availing MSE benefits.

**Tenderer Signature and Seal**

- VI. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.
- VII. In case, no MSE vendor has participated in the tender enquiry or no MSE vendor has accepted the L1 rate or none of the vendors has become eligible for MSE, total quantity shall be ordered on L1 Non-MSE vendor.

29. Conflict of interest - A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of procuring entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy / financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components / sub-assembly / assemblies from one bidding manufacturer in more than one bid; or
 - f) In cases of agent quoting in offshore procurement, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1) The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2) Indian/foreign agent on behalf of only one principal;
 - g) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidder must proactively declare such sister / common business / management units in same / similar line of business.
30. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.'



Tenderer Signature and Seal

PART – 1 (Techno Commercial Bid)**A. Bidders Profile**

1.	Name of the Enterprise/ Company/ Firm.	
2.	Name of Directors / Partners / proprietor of Enterprise/ Company/ Firm	
3.	Registered Address of Enterprise/ Company/ Firm	
4.	Contact Details: Landline /Mobile number.	
5.	E-mail Address for communication w.r.t tender / award of work/ Issue of PO	
6.	Name and Contact details of person for communication related to Tender	
7.	MSE Status	MSE Bidder / Non MSE Bidder
8.	Udyam Registration Number (Applicable for MSE bidders only and copy of Udyam Registration Number should be enclosed)	

B. Pre- qualification Criteria: Status of firm

1	Status of the Enterprise / Company / Firm (Sole Proprietorship or Partnership or Private Limited or etc) (Vendor to provide the details and copy of document in support of above)	Status: Reg. No: Reg. Date:
Following documents may be submitted based on status of Enterprise/ Company/ Firm.		
1.1	Sole Proprietorship	Trade License / GST registration / Auditor's letter
1.2	Partnership	Registered Partnership Deed, GST registration & PAN Card of Partners
1.3	Private Limited Company / Public Limited Company / Public Sector / Govt. Org	Certificate of Registration/Memorandum of Association, Articles of Association & CIN registration details.
1.4	Others	Valid document.


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C. Pre-qualification Criteria: Supply Experience

1	The Bidder should have supplied Refined Sunflower Oil or similar Category (cooking oil) minimum of 1400 ltrs (cumulative qty. irrespective of No.of supplies) in at least one financial quarter, on or after 01/07/2019 to any organisation / institution / Factory / Company / etc. (Proof to be attached).	Enclosed / Not Enclosed
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D. Pre-qualification Criteria: Statutory requirements & acceptance to Tender terms & conditions

1	Income Tax Registration (PAN) (Documentary evidence to be enclosed)	PAN: Enclosed / Not Enclosed
2	Goods and Service Tax (GST) Registration (If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer)	GST No: Enclosed / Not Enclosed
3	FSSAI Certificate (must be valid as on the date of opening of Technical bid)	FSSAI No: Valid upto: Enclosed / Not Enclosed
4	Brand Name	
BHEL reserves the right to verify the information provided by the Vendor. In case the information provided by vendor is found to be false / incorrect, the offer shall be rejected.		

We are accepting all the terms and conditions of this BHEL tender without any deviation.

List of accepted brand lists are as follows.

Sun Drop, Dhara, Ruchi's Nutrala, Gold Winner, Fortune, Aachi, Dr.Gold, Mr.Gold, Goldensun, Sunfresh, Sunpure & Sunland

Sony

Tenderer Signature and Seal

FORMAT FOR PRICE BID

(Following points to be typed in your letter head)

Date : _____

In response to the tender Ref - BHEL:HRM:CANT:SFOIL:TENDER:AUG 2024
Date: 13/08/2024, we are pleased to offer the following rate for supply of refined sunflower oil.

Description	Rate Per litre in Fig (Rs)	Rate per litre in Words (Rs)
Refined Sunflower Oil	Rs. _____ per litre	Rs. _____ per litre

We are accepting all the terms and conditions of this BHEL tender without any deviation.

Signature of the Bidder and seal of the firm