

EL.D.C.NO. C SM II / P1 / 2936 / 2010

**CORPORATION OF CHENNAI  
ELECTRICAL DEPARTMENT**

**TENDER**



**FOR THE HIRING OF** a diesel vehicle fitted with hydraulic ladder with 12 mtrs working height for two years period **including diesel, lubricating oil along with driver..**

**NOTICE**

**E.M.D. AMOUNT Rs. 37,560 / -**

**DUE TO BE OPENED ON 9.7.2010**

**FORM OF TENDER, AGREEMENT SPECIFICATION AND SCHEDULE**

**CORPORATION OF CHENNAI  
ELECTRICAL DEPARTMENT**

**SUPERINTENDING ENGINEER  
ELECTRICAL**

**DATE: 15.6.2010**

**Rate  
Rs. 10,125/- [Incl.taxes]  
Free of cost if downloaded from  
website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)**

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### **CHECKLIST**

The tenderers are requested to verify the following before submitting the tender.

1. Letter of tender, Schedule, refund form to be signed over Company Seal.
2. Correction to be attested- Rates written in words.
3. Complete set of documents to be returned.
4. E.M.D. amount to be paid by way of D.D/if exemption is claimed, proof to be enclosed.
5. Wax sealing on outer cover to be done.
6. Tendered items, due date and time, tenderer's address to be superscribed on the tender covers.

**CORPORATION OF CHENNAI  
ELECTRICAL DEPARTMENT  
TENDER FOR THE HIRING OF LADDER VEHICLE THE ITEM SPECIFIED IN THE  
TENDER SCHEDULE, ENCLOSED.**

1. The tenderers must be actual makers or their authorized selling agents or dealer of the materials. Tenders from amateurs, petty commission agent unsubstantial or inexperienced suppliers well not be considered. Every tender shall, if required produce evidence of his experience and substantiality.

**Purchase of Tender Documents and submission**

2. Copies of tender, together with specification, agreement form etc. can be had from the Enquiry Office Corporation of Chennai on payment of **Rs. 10,125/- [Incl.taxes], Free of cost if downloaded from website [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)**
3. The tenders shall insert in the proper column of the schedule herewith the rates at which he proposes to supply the various articles referred to. No addition or alteration shall be made to the particulars. If any such addition or alteration is made by the tenderer, it must be attested by the signing authority failing which the tender will not be considered.
4. Tenderer shall furnish their tender along with the EMD in wax sealed cover for the contract value upto Rs.25 lakhs. If the contract value more than Rupees Twenty Five Lakhs the tenderer shall furnish their tender in three covers system. That is, one cover containing the tender and another cover containing the (EMD), both these covers placed inside the third sealed outer cover with superscription of Tendered item, due date of opening, time etc. shall be addressed to the Superintending Engineer/Electrical. Corporation of Chennai-3, and delivered at this office on or before the due date of opening before 3 p.m. The tenders will be opened at the office of the Superintending Engineer / Electrical at 3.15 p.m. on the due date of opening. Belated officers will not be considered. The tenders should fill in and sign the letter of tenders as well as the Tender schedule contained in the tender document and shall return the complete set of documents to the office along with the tender.
5. The tender must be sent in wax sealed cover only, failing which the tender will not be considered.

**Payment of E.M.D. and conditions for claiming exemption from payment of E.M. D.**

6. Bank drafts favouring the Commissioner, Corporation of Chennai may also be sent towards the tender deposit. Tenders accompanying E.M.D. in any other form such as Bank guarantee, cheques, bankers fixed deposit receipts, call deposit receipts etc, will not be accepted. The stamped receipt issued by the Revenue Department, of the Corporation of Chennai against each payment of the E.M.D. amount will also be accepted.
7. The Tenderer must on no account make any alteration or addition or sign the agreement herewith attached in the case of the successful tenderer or tenderers, he or they must sign the agreement and deposit the required security sum for the due performance of the contract Bank guarantee is not acceptable towards security deposit also.
8. As per the G.O. Ms. 1344 Finance (CFC) Dept, dated, 17-9-79 all the Tamil Nadu State owned Corporations will be exempted from payment of E.M.D., security deposit and tender form cost, but they shall however execute proper agreements on placement of order before effecting supplies.

9. In respect of Central and other State Government Companies, E.M.D. exemption is not considered. Production of Certificate of Registration / Enlistment with D.G.S.&D., D.G.T. & D.Dept. of Industries & Commerce do not entitle exemption from payment of E.M.D.
10. Small scale Industrial Units registered in Tamil Nadu / NSIC, will be exempted from payment of E.M.D on production of a valid certificate of registration of the offered product with the National Small Industries Corporation Limited and on furnishing an undertaking that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the tender/agreement they shall pay the EMD / SD amount / actual loss incurred consequent on breach of contract whichever is less as per the G.O.Ms. No.959 Finance (CFC) Department dt. 14-10-80. The tenders received without valid certificate or undertaking will not be considered.
11. Every tenderer is required to duly pre receipt the enclosed E.M.D. refund order form by affixing a one rupee revenue stamp at the appropriate place and signing over it under Company's Office seal for arranging refund of E.M.D.

**Other terms and conditions:**

12. No allowance shall be claimed by or made to the contractor whose tender may be accepted for any error in rates or whatever that may be discovered after his tender has been sent in.
13. The tender deposit paid will be returned to the tenderers the E.M.D. amount paid will not be adjusted against Security Deposit. The security deposit of the successful tenders will be returned to them after they have completed the contract in accordance with agreement.
14. The minimum period required for intimation of acceptance or non-acceptance of the tender is three months in accordance with G.O.Ms. No.2523, R.D. & L.A., dated 23-11-1973.
15. Firm quotations in rupees will be preferred. These firm quotations in rupees should be absolute and unqualified and quite independent of the fluctuations in exchange or variations in the price of ingredients.
16. A tender will be perfectly valid even if it is for one item only. Each tenderer is at liberty to tender for one or more items.
17. The right is reserved to the Commissioner of the Corporation of Chennai of rejecting all or any of the tenders, without assigning any reason for so doing.
18. The right is also reserved to the Commissioner of the Corporation of Chennai of accepting without assigning any reason the tender or so far as it related to any one or more other items quoted for by each tenderer.
19. A tender will not be rejected solely on the ground that the capacity for work and the integrity of the tenderers are not known. But in such cases, an extra security shall be taken from the tenderer, if the Commissioner so desires.
20. Should any tenderer withdraw his tender after its submission or should the successful tenderer fail to furnish the security deposit or execute the contract within the specified time, he shall forfeit the tender deposit paid to the corporation.
21. The rates quoted for materials shall include all charges necessary for the delivery of materials at the Corporation Electrical Stores, Ritchie Street, Chindadripet, Chennai-600 002.
22. All letters, etc, to be read in conjunction with the tender should be attached at the end of the book and trimmed in such a way as not to protrude beyond the size of the books.

23. Tenderers shall send samples of materials they are tendering for of the Superintending Engineer/Electrical Corporation of Chennai, when they are asked to do so.
24. Tenderers are specially requested to strictly adhered all the forms specified herein as otherwise their tender will not be considered.
25. The tenderer rates shall hold good at least for a period of three months from the date of opening of the tenders.
26. Also current sale tax verification certificate in the prescribed form shall be sent along with the tender.
27. Post-Officers will not be considered.
28. Wherever the prices quoted are subject to the levy of Excise duty, Sales tax and other taxes it should be clearly stated as to whether the quoted prices are inclusive of such taxes or if they are chargeable extra, the rates of those taxes should be specified Tenders with vague terms in respect of these taxes and duties will not be considered. If there is no mention of Sales Tax, excise duty or any other taxes and the term about these charges is not clear it will be construed that the price is inclusive of all these charges.
29. The Normal Security deposit payable on placement of order will be 2% (Two percent) of the order value the Security deposit shall be furnished by the successful tenderer in the shape of small saving script deposit / accounts and endorsed in favour of the Commissioner, Corporation of Chennai for a term of not less than one year as per G.O. Ms. No.227, Finance (Small Savings) Department dated 13-4-82
30. Rate shall be quoted both in words and figures. If there is any discrepancy between the rates quoted in words and in figures, the lower of the two shall be considered as per the Tender Transparency Rules No.29(2)(b)}
31. Only offers received from the manufacturer or their authorized selling agents or dealer of the material will be considered.
32. Payment can only be made within 30 days receipt of acceptance of supply
33. The deposit will be retained as security for the due performance of the contract and will be returned only after the final payment is passed in Audit without objection. Any irregularity pointed out in Audit will be adjusted from the deposit of the Contractor.
34. If any dispute arises in the Contract, the same have to be finalised in the court of Chennai Jurisdiction.
35. Confusional tender will not be accepted.
36. The evaluation and comparison shall include fifteen percent price preference for domestic Small Scale Industrial units and ten percent price preference for the public sector undertaking of the Government in respect of products and quantities manufactured by them.

Ripon Buildings.

Superintending Engineer / Electrical

Corporation of Chennai

Date:

**CORPORATION OF CHENNAI  
ELECTRICAL DEPARTMENT**

**SPECIMEN FORM  
FOR PERUSAL ONLY** - **NOT TO BE FILLED**  
- **NOT TO BE DETACHED**

CONTRACT FOR HIRING OF .....

***Agreement, Specification, Tender and Schedule.***

AGREEMENT made this ..... day of.....  
Two Thousand .....between  
.....  
(herein after referred to as the Contractor) of the one part and the Corporation of the City of  
Chennai (herein after called the Purchaser) of the other part:

Whereas the Contractor has agreed to supply of the Purchase of the materials mentioned  
in this specification and schedule attached hereto at the price and in the manner and upon the  
terms and conditions herein after mentioned: and whereas the Contractor has deposited with the  
Purchaser the following securities:-

to be forfeited in the event of his failing duly and faithfully to perform this his contract.

Now these present witness that for carrying the said agreement in this behalf into  
execution, the contractor and the Purchaser do hereby mutually covenant, declare, contract and  
agree each of them with the other of them in the manner following (that is to say):-

The term 'Contract' shall include the present and the Tender Schedule and Specification  
her to annexed and the Specification. Plans and Drawings herein and herein after referred to.

The term "Contract" shall mean the persons firm of Company with whom the order for the  
supply is placed and shall be deemed to include the Contractor's successors (if approved by the  
Purchaser) representatives, heirs executors and administrators unless excluded by the contract.

The term "Corporation" shall mean the "Commissioner" or the Council of the Municipal  
Corporation of City of Chennai or both acting under the powers vested in them by the Chennai  
City Municipal Act IV of 1919 or any Act amending or altering the same.

The term "Commissioner" shall mean the Commissioner of the Corporation of Chennai.

The terms Electrical Engineer shall mean the Superintending Engineer Electrical of the Corporation of Chennai for the time being.

1. The Contractor shall sell and the Purchase shall Purchase the quantities of materials specified herein.
2. The superintending Engineer Electrical shall be the sold judge upon all matters relating to the meaning and consequence of the Specification and conditions of this contract.
3. The printed materials shall be of the very best quality and shall comply with the conditions and stipulations specified herein. All the materials taken from the contract shall be inspected by an Officer of the Electrical Department not below the rank of an Asst. Electrical Engineer and the decision of the Superintending Engineer Electrical as to quality shall be final and binding on both parties.
4. Time shall be considered as the essence of this contract on the part of the Contract or and incase the contract shall fail to complete the delivery of any part of the materials to be supplied this contract within the time specified or within the time to which the period of completion may have been extended under the powers herein given, or, if in the opinion of the Superintending 'Engineer Electrical the Contractor shall not be making delivery at each rates as will ensure complete delivery within the time given, it shall be lawful for the Commissioner of the Corporation of Chennai without prejudice to his remedy contained in clause 10 to obtain the undelivered materials from any other person or persons and any additional expenses so incurred shall be payable by the Contractor:
5. If at any time during the continuance of this agreement of Contractor shall in the opinion of the Superintending Engineer Electrical have been delayed in making any supply ordered by reason of any lock-outs, Strikes, Riots, Mutinies, Wars, Fire, Storms, Tempest of other unexpected exceptional cause, the time for delivery may be extended by the Superintending Engineer Electrical as he may consider reasonable.
6. All Expenses, damages and other moneys payable to the Corporation by the Contractor under stipulation in this contract may be retained out of any moneys then due of which may subsequently become due from the Corporation of Contractor under this or any other contract and in case such moneys then due or to become due to the Contractor by the Corporation shall be insufficient to pay such said expenses, damages and moneys it shall be lawful for the Commissioner of the Corporation to sell and dispose of any or all the securities deposited by the Contractor and out of proceeds of such sale to reimburse and pay to the purchaser all the said expenses, damages and money and in case such proceeds of sale of the said securities shall be insufficient, then it shall also be lawful for the purchaser to recover the residue of the said expenses, damages and moneys, in necessary, by legal proceeding against the Contract.
7. The Contractor shall submit bills to the Superintending Engineer Electrical for payments and when the Superintending Engineer Electrical shall direct.
8. The Contractor shall be paid for the materials at the rates given herein on certificates of the S.E. Electrical that the materials have been supplied to his entire satisfaction.
9. The Contract shall not be assignable by the Contractor.
10. In Case the Contractor shall fail or neglect or refuse to observe perform, fulfill and keep all or any one or more or any one or more of the covenants, stipulations and provisions herein

contained it shall be lawful for the Commissioner of the Corporation of Chennai without prejudice and in addition to all and every other of the remedies herein before contained on behalf of the purchaser on any such failure, neglect as refusal as aforesaid by writing under his hand to put and end to this agreement and on the expiry of seven days from the date of service of the said writing this agreement shall cease and be void except in respect of any prior action or omission.

11. All certificated or notices of orders for time or for extra varied or altered works which are to be the subject of and extra or varied charge whether so described in the contract or not shall be in writing and unless in writing shall not be valid or binding or be of any effect what so ever.
12. Penalty Clause : "Incase of delay in delivery of materials the, Purchaser may at his option, impose a penalty calculated at the rate of the 0.1 percent of the contract value of such portion only of the quantity as have not been delivered on the specified date, for each day of delay. Such reduction shall be in full satisfaction of the suppliers' liability for the delay and shall not in any case exceed five percent of the value.

In witness where of the Contractor

and

acting for and on behalf of the Corporation of Chennai and under the direction of the Corporation of Chennai have set their hands the day and the year first above written.

Signed, by the said Contractor in the presence of S.E. Electrical

}

The Common seal of the Corporation of the City of Chennai was hereunto duly affixed in the presence of.

}

**Commissioner.**  
Corporation of Chennai

It witness where of I hereunto affix my Signature.

**LETTER OF TENDER**

**TO**

**The Commissioner,  
Corporation Of Chennai,  
Ripon Buildings,  
Chennai.**

**Sir,**

**Ref :-** Tender for hiring of .....

1. I/We the under signed do hereby tender for the supply of ..... at the prices. I/We have mentioned in the schedule herewith enclosed in strict accordance with and subject to the terms, provisions and conditions set forth or mentioned in the tender notice and agreement here to annexed and the schedule thereto.
2. I/We hereby agree I/We will not withdraw this tender during the period that will be required for information of acceptance or non-acceptance as stipulated in the notice to tenderer's such period to date from the last date by which tenders are due to be Submitted to the Corporation and if I/We do so withdraw I am/we are liable to forfeit The tender deposit.
3. I/We further undertake and agree within seven days after the acceptance by the Corporation of this tender has been communicated to me /us to deposit with the Corporation a cash security Government promissory Note upto the value of ten percent of the total cost of materials ordered, and I/We agree to execute and register at my / out cost an agreement in the form of the said agreement and schedule attached with in a week of the said acceptance has been communicated to me / us failing which the sum of accompanying this tender shall be forfeited to the Corporation.
4. I/ We hereby agree to pay Higher security Deposit upto a maximum of ten percent if Insisted upto by the Commissioner, Corporation of Chennai.
5. I/we further agree to pay penalty, in case of delay in delivery of materials, calculated at the rate of five percent of the contract value of such portion only of the materials, as have not been supplied on the specified date, for each month of delay, subject to a maximum of twenty five percent of the value of such portion of the materials in any case.
6. If E.M.D. exemption is claimed I/ We hereby undertake that in the event of non-Fulfillment or non -observance of any of the conditions stipulated in the Tender / Agreement, I/We shall pay the E.M.D./S.D. amount/ actual loss incurred, whichever Is less.

As witness my / our hand this.....day of.....  
Two thousand .....

Address;

signature under company seal.

-----  
N.B. The blank Spaces on this page must be filled in and signed by the tenderer before he Submits the tender, as otherwise the tender will not be considered.

**TENDER**

**This Tender has to be delivered before 3-00 p.m on 9.7.2010 or before at the Office of the superintending Engineer Electrical, Corporation of Chennai, Ripon Buildings, Chennai- 600 003.**

1. I/We do hereby tender to supply the under mentioned materials in accordance with the Conditions, and specifications noted herein consideration of payment being made, for Such materials at the respective rates specified in the following schedule.

**2. SECURITY**

I/We hereby undertake and agree to forward within seven days after the notification of the acceptance by the Corporation of this tender, security in cash or in the form of Small savings scripts / deposits/ accounts in favour of the Commissioner, Corporation of Chennai upto the value of 2% of the tender amount, as a guarantee for the due fulfillment of my / our contract and I/We agree to execute at my/our cost the agreement attached within seven days after notification of acceptance of this tender.

**TENDER SPECIFICATION , TENDER SCHEDULE FURNISHED IN PAGE No. 11 to14.**

I/We undertake and agree to abide by this tender until the .....  
day of .....

As witness my / our hand this -----day of 200

Tenderer's Signature.....  
Over his seal

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E.I.D.C.NO C SM II / P1 / 2936 / 2010

CORPRATION OF CHENNAI  
ELECTRICAL DEPARTMENT

TENDER DESCRIPTION: Hiring of a diesel vehicle fitted with hydraulic ladder with not less than 12 mtrs working height for two years period

Quantity: One number.

TENDER for hiring of a diesel vehicle fitted with hydraulic ladder with not less than 12 mtrs working height for two years period. The hydraulic ladder shall be rigidly fixed on suitable two axle diesel vehicle not less than 90 **HP** for attending non burning of street lights in main roads and bus route roads in Chennai city for a period of two years.

1. The make and model of the Diesel vehicle shall be mentioned in the offer
2. The diesel vehicle and the hydraulic system let for hire shall be brand new and shall be purchased after placement of the orders of this tender.
3. Technical specification for ladder: Capacity – not less than 250 Kgs, Working height – not less than 12 mtrs, slewing angle – 360° continous, Maximum out reach – not less than 4.5 mtrs, Operating control – 1 no at base and 1 no at basket, Closed height – not less than 3.3 mtrs from ground level, basket size – not less than 1200 x 750 x 1100 mm.
4. The diesel vehicle and the hydraulic system shall be shall be able to run trouble free operation through out the contract period. If any break down / worn out of the vehicle or in defect in hydraulic ladder, the tenderer should attend at their own risk and cost. Minor repairs to be done with in 4 hours and Major repairs to be done with in 8 hours.( Both vehicles and ladder)
5. During working hours if ladder is not functioning, then charges will not be paid for those hours. The proportionate hiring amount will be deducted on hourly basis by calculating the rate on prorata basis.
6. The working height with the hydraulic ladders shall not be lesser than 12 mtr. height when maximum extended from the chassis of the vehicle.
7. The ladder unit shall be able to close from their extended height while moving the vehicle. The closed height of the ladder should not be more than the permitted length & height.
8. Four numbers of stabilizers (hydraulic) should be provided for keeping the vehicle leveled and stable at the time of using / extending the hydraulic ladder. Such

provisions should not extend away from the vehicle and should be very close to the vehicle.

9. The successful tenderer shall be able to deploy the ladder vehicle at their custody at Electrical Substation / concerned AE / JEs office.
10. If the vehicle is not deployed for the work by the successful tenderer then payment will not be made for the non deployed vehicles.
11. The successful tenderer should supply the ladder vehicles to the electrical department within 30 days
12. The starting Kilometer reading will be taken at the place, where the vehicle is stationed ( i.e the starting place of the vehicles for work )as well as the closing Kilometer reading will be noted at the location where the vehicle to be stationed after completion of the work on that day. ( i.e the ending place of the vehicles for works)
13. Instruction will be given daily by the concerned ADE / AE / JE for the place where the ladder vehicles to be worked.
14. If the ladder vehicle diverted to one Zone to another zone for attending of non burning of street lights, the traveling Kilometer will be accounted. After completion of the work, the vehicle should be returned to the original stationed place or as directed by the officers concerned.
15. The valid driving license of the driver, Vehicle insurance, Road tax, valid R.C book and F.C etc., pertaining to the vehicles is the responsibility of the successful tenderer. The Xerox copy of these documents to be given to the concerned ADE and the originals to be produced on demand.
16. **THE DEPARTMENT MAY TERMINATE THIS CONTRACT AND THE HIRING STOPPED AT ANY TIME BY GIVING NOTICE PERIOD OF TWO WEEKS.**

CONDITIONS :

1. The Tender received with lesser Earnest Money deposit (EMD) or Tender without EMD will be rejected.
2. Tenderers should be stated specifically whether the quoted rates are inclusive of taxes or exclusively of tax and rate of percentage of taxes should be clearly indicated. Tender with vague term in respect of taxes, their rates will be taken as net amount.

3. The successful tenderer should pay security deposit at the rate of 2 % of the total accepted contract value and execute the agreement with in a week of receipt of order for the due faithful performance of the contract in our departmental form after placing order. The security deposit shall be in the shape of National Small Savings scripts / Certificates and have to be pledged in favour of the Commissioner, Corporation of Chennai.
4. Rates should be quoted both in Words and figure. If there is any difference between the words and figure rates, lower rate only will be taken as correct one.
5. Work contract tax @ 4% will be deducted from the bill value
6. Income tax @ 2 % and SC on IT @ 10 % and 2% Education cess on IT will be deducted from the bill value.
7. An insurance policy should be taken by the successful tenderer to cover workmen compensation act
8. Post offer will not be considered
9. The successful tenderer shall be executed an Indemnity bond indemnifying the Corporation of Chennai from any claim which arise due to any accident to the work man engaged for the work or other damages
10. Payment will be made once in a month based on .....

**CONDITION OF TERMINATION OF CONTRACT**

THE CONTRACT WILL BE TERMINATED IF :

1. The successful tenderer has not deployed the Ladder vehicle within 30 days of receipt of order.
2. If the Ladder vehicle is not operated for more than 7 days in a Month.  
OR
3. 25 days in 4 consecutive months  
OR
4. 60 days in a year  
OR
5. 100 days in two years.

E.I.D.C.NO C SM II / P1 / 2936 / 2010

**TENDER SCHEDULE**

TENDER for hiring of a diesel vehicle fitted with hydraulic ladder with not less than 12 mtrs working height for two years period. The hydraulic ladder shall be rigidly fixed on suitable two axle diesel vehicle not less than 90 HP for attending non burning of street lights in main roads and bus route roads in Chennai city for a period of two years.

**QUANTITY : One number.**

**BID PER LADDER VEHICLE / PER DAY**

<b>BID</b>	<b>Description</b>	<b>Rates</b>	<b>Per unit</b>
1	Hire charges for diesel vehicle along with fitted with hydraulic ladder with not less than 12 mtrs working height Hydraulic ladder rigidly fixed on suitable two axle diesel vehicles of reputed make not less than 90 HP including driver salary and bata for the shift of 8 hours per day.		Per vehicle
2.	Hire charges for every additional one hour after the completion of initial 8 hours including driver salary and bata .		Per hour
3.	Hire charges for every Kilometer run during the shift hours ie. 8 hours.( The hire charges includes diesel, lubricants etc).		Per K.M.
4.	Hire charges for every kilometer run after the shift hours. (The hire charges includes diesel, lubricants etc).		Per K.M.

Signature of the Contractor  
Over the company seal

From

To

The Superintending Engineer Electrical  
Corporation of Chennai,  
Ripon Buildings,  
Chennai- 600 003.

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Sir,

Sub : Tender No.  
For

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I have tendered for the above contract enclosing E.M.D. Rs.

In case my tender is not considered, the E.M.D. furnished by me\* may be refunded to me.  
I give below my advance receipt for the amount duly Stamped.

Yours faithfully,

( signature of Tenderer)

**ADVANCE STAMPED RECEIPT**

Received from the Commissioner, corporation of Chennai Rs.....  
.....)  
(Rupees towards the refund of the E.M.D furnished by me with my tender for .....  
.....  
remitted in chalan No..... dated .....

Signature of tenderer under  
Seal over revenue stamp

Recommendation of the Head of the Department.

*Signature and Designation.*

.....  
\* Not applicable where E.M.D. exemption is permissible.