

Signature Not

Verified 2025/O/o CH.OS/PT/PCMM/SCR

Digitally signed by

MUKESH KUMAR

Date: 2026.02.05

12:44:36 IST

Reason: IREPS

Document

Location: IREPS-CRIS

दक्षिणमध्यरेलवे SOUTH CENTRAL RAILWAY

प्रधानकार्यालय Headquarters Office

भंडारशाखा Stores Branch

रेलनिलयम Rail Nilayam

सिकंदराबाद Secunderabad – 71

सं. No. S.232.Tender &amp; Purchase Procedure

Dt. 03.12.2025

**All Purchase Officers/HQrs./Depot/Divisions.****OFFICE PROCEDURE ORDER NO. 13/2025**

विषय Sub:- EMD&amp;SD in Stores Procurement

संदर्भRef- i) Rly Bd Lr.No. 2025/RS(G)/709/3 dt. 21.01.2025(EMD)

ii) Rly Bd Lr.No.2020/RS(G)/779/16 DT.27.02.2024(SD)

iii) Rly Bd Lr.No. 2020/RS(M)/Paperless Working Dt.04.05.2020.(EMD)

iv) Rly Bd Lr.No. 2004/RS(G)/779/11Pt. Dt. 23.12.2019(EMD &amp; SD)

v) Rly Bd Lr.No.2018/Trans Cell/Store ProcurementDT 02.01.2019(EMD &amp; SD)

vi) This office OPO No. 01/2025 Dated: 11.02.2025 (EMD &amp;SD)

vii) Rly Bd Lr.No. 2024/RS(G)/779/11 Dt. 11.09.2025

(IRS Conditions of Contract, 2025)

\*\*\*\*\*

With reference to the Railway Board letters cited at (i) to (v), and this office OPO referred at (vi), it is hereby clarified that the EMD and SD/Performance Security conditions issued therein supersede all previous EMD and SD/Performance Security conditions applicable to Stores Contracts. The updated conditions are enclosed herewith for compliance.

This has been issued with the approval of the Competent Authority.



(GURUPAL SINGH)

**Dy. CHIEF MATERIALS MANAGER/M&P**  
**For PRINCIPAL CHIEF MATERIALS MANAGER**

<b>1.0</b>	<b>Earnest Money Deposit (EMD) for Stores Tenders:</b>				
<b>1.1</b>	<p>EMD amount shall be mentioned in all tenders irrespective of the nature of the tender as per the EMD amount mentioned in <b>Clause 1.2</b> below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or by any tenderer, subject to provisions under <b>Clause 2.6 A(i)</b> below, except following:</p> <ul style="list-style-type: none"> <li>a) EMD shall normally not be called against Limited Tenders with estimated value upto Rs. 25 lakhs (including Single Tenders, Global Limited Tenders) and Open tenders with estimated value upto Rs. 10 Lakhs. If considered necessary, authority competent to issue tender may incorporate the condition to call for EMD even in such limited tenders, on case-to-case basis.</li> <li>b) MSEs irrespective of relevance of product category registered with the UDYAM (UDYAM Registration Certificate) will be exempted from payment of earnest Money in terms of Rly Board letter No. 2022/RS(G)/363/1 dated 21.09.2022.</li> <li>c) Other Railways and Government Departments in terms of Railway Board's 2004/RS(G)/779/11 dated 24.07.2007</li> <li>d) Indian Ordnance Factories in terms of Railway Board's letter No. 92/RS(G)/363/1 dated 08.04.1993.</li> <li>e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No. 2003/RS(G)/779/5 dated 10.09.2004.</li> <li>f) Vendors registered with South Central Railways for the trade group of the item tendered upto their monitory limit of registration.</li> <li>g) Vendors appearing on the approved vendor lists of RDSO/PUS/CORE (As available on IREPS/UVAM), subject to approval status being valid on the date of tender closing.</li> <li>h) Vendors registered with Railway Board/SCR for supply of medicine, medical equipment and consumables shall be exempted from submission of EMD for these items.</li> <li>i) In the tenders issued against PAC, EMD shall be mentioned in tenders as the EMD exemption is applicable to OEMs in whose favor PAC is issued but not to the authorized agent. KVIC shall be exempted from EMD for items supplied by them.</li> </ul> <p><b>Ref: 2004/RS(G)/779/11 Pt. dated: 23.12.2019.</b></p> <p><b>NOTE:</b> (i) There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are disqualified as per declaration signed by them.</p> <p>(ii) If authorized agent participate on behalf of OEM/vendors appearing on the approved vendor list of RDSO/PUS/CORE, such authorized agents can't claim EMD exemption based on its own or its OEM/Approved vendors MSE Certificate.</p>				
<b>1.2</b>	OEMs are not exempted from payment of EMD where the OEM has participated in the tender and requests to place order on their authorized agent.				
	<p>The amount of EMD shall be as under:</p> <table border="1"> <thead> <tr> <th>Estimated value of tender</th><th>EMD [rounded off to nearest higher. Rs.10 (ten)]</th></tr> </thead> <tbody> <tr> <td>Upto Rs. 10 lakhs</td><td>Nil</td></tr> </tbody> </table>	Estimated value of tender	EMD [rounded off to nearest higher. Rs.10 (ten)]	Upto Rs. 10 lakhs	Nil
Estimated value of tender	EMD [rounded off to nearest higher. Rs.10 (ten)]				
Upto Rs. 10 lakhs	Nil				



	<table border="1"> <tr> <td>From Rs 10 lakhs to Rs 25 lakhs</td><td>@ 2% of the estimated value of the tender.</td></tr> <tr> <td>Above Rs 25 Lakh and upto Rs. 50 Crore</td><td>@ 2% of the estimated value of the tender subject to maximum of Rs.20 Lakhs</td></tr> <tr> <td>Above Rs 50 Crore</td><td>Rs. 50 Lakhs</td></tr> </table>	From Rs 10 lakhs to Rs 25 lakhs	@ 2% of the estimated value of the tender.	Above Rs 25 Lakh and upto Rs. 50 Crore	@ 2% of the estimated value of the tender subject to maximum of Rs.20 Lakhs	Above Rs 50 Crore	Rs. 50 Lakhs
From Rs 10 lakhs to Rs 25 lakhs	@ 2% of the estimated value of the tender.						
Above Rs 25 Lakh and upto Rs. 50 Crore	@ 2% of the estimated value of the tender subject to maximum of Rs.20 Lakhs						
Above Rs 50 Crore	Rs. 50 Lakhs						
	<b>Ref: 2004/RS(G)/779/11 Pt. dated: 23.12.2019.</b>						
<b>1.3</b>	Offers submitted without EMD shall be summarily rejected.  <b>Ref: 2004/RS(G)/779/11 Pt. dated: 23.12.2019.</b>						
<b>1.4</b>	In exceptional cases exemption from seeking EMD shall be decided prior to issue of tender and suitably incorporated in tender conditions. Exemption shall require personal approval of the authority, on case-to-case basis, competent to issue the tender based on estimated value thereof, but not below the SAG level including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM.  <b>Ref: 2004/RS(G)/779/11 Pt. dated: 23.12.2019.</b>						
<b>1.5</b>	<p>All the tenderers have to select the bid security declaration in the <b>UNDERTAKING</b> column while publishing the tender as follows.</p> <p>"I/we certify that my/our offer is eligible for exemption from submission of bid security/ Earnest Money Deposit, in terms of the tender conditions.</p> <p>In case my/our claim to exemption from submission of bid security/ Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, I/ we hereby understand and accept that if I/ we withdraw or modify my/ our bids during the period of validity, or if I/ we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/ we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months, from the date I/ we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railway Published during this Period".</p> <p><b>Ref: 2004/RS(G)/779/11 Pt. dated: 23.12.2019.</b></p> <p><b>Note:</b> This para shall be not be applicable for Govt. Departments/Ordnance Factories/other Railways/Railway PSUs/KVIC and matter shall be taken up with them Departmentally/Administratively.</p>						
<b>1.6</b>	<p><b><u>FORFEITURE OF EARNEST MONEY:</u></b></p> <p>Railways have the Right to forfeit the Earnest Money Deposit if the tenderer withdraws or revises his offer within the offer validity period.</p>						

1.7	<p><b>Automatic Release of EMD Wherever is due:</b></p> <ul style="list-style-type: none"> <li>i. EMD shall be <b>refunded</b> when any one of the following conditions is satisfied: <ul style="list-style-type: none"> <li>a. After finalization of tender the bidder is an unsuccessful bidder(s).</li> <li>b. Validity of Offer expires and validity extension is not sought.</li> <li>c. Validity of offer expires and bidder refuses to extend validity of offer.</li> <li>d. After finalization of the tender successful bidder submits required SD.</li> <li>e. After finalization of the first stage, i.e., technical evaluation in case of two stage or two packet tenders (including e RA), if the bidder is declared unsuccessful or unsuitable.</li> </ul> </li> <li>ii. EMD of bidders or tenderers shall be released immediately after it is due for release as per above criterion. The Purchaser may initiate the process of release just after the EMD is due for release.</li> <li>iii. System for online release of EMD has been rolled out by CRIS. Automatic release of EMD of unsuccessful tenderers should be ensured.</li> </ul> <p>Ref: 2004/RS(G)/779/11 Pt. dated: 23.12.2019.(excluding point-e)</p> <p>Ref: For Par-“e” above: 2005/RS(G)/709/3 dated: 21.01.2025.</p>
1.8	<p>The bidders will be allowed to <u>UPDATE THE BANK DETAILS ONLY</u> under the following circumstances:</p> <ul style="list-style-type: none"> <li>i. The tendering authority has not yet generated the digital pay order for release of EMD/TDC to the firm, against the tender,</li> <li>ii. The digital pay order generated against the bidder against the tender has been returned by accounts for any reason whatsoever and same has not been resubmitted to IPAS for payment.</li> </ul> <p>The modified bank details submitted by the bidder shall also be incorporated in all the subsequent purchase orders issued through iMMS/IREPS in the name of the bidder against that tender, subject to the condition that the draft purchase order preparation has been initiated after submission of modified bank details by the bidder.</p> <p>Ref:2020/RS(M)/Paperless Working dated. 04.05.2020.</p>
2.0.	<p><b><u>SECURITY DEPOSIT (SD)/PERFORMANCE SECURITY FOR STORES CONTRACTS:</u></b></p> <p><b><u>Definitions</u></b></p> <ul style="list-style-type: none"> <li>(i) <b><u>"Security Deposit"</u></b> ('<b><u>Performance Security</u></b>' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the Contract.</li> <li>(ii) <b><u>"Warranty Security Deposit"</u></b> means a monetary guarantee to be furnished by the contractor, if mandated in the contract, to ensure his performance of warranty obligations as per the Contract. The warranty security deposit can be prescribed to be in any acceptable form as for Security Deposit. This guarantee can be invoked by the Purchaser if the Contractor fails to fulfil contractual obligations.</li> </ul>



2.1.	<p>There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following:</p> <ul style="list-style-type: none"> <li>a) The Store contract cases of value up to Rs.25 (Twenty-Five) lakhs.</li> <li>b) Other Railways and Government Departments in terms of Railway Board letter No. 2004/RS(G)/779/11 dt.24.07.2007.</li> <li>c) Indian Ordinance Factories in terms of Railway Board letter No.92/RSS(G)/363 /1 dt.08.04.1993.</li> <li>d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board letter No 2003/RS9G)779/5 dt.10.09.2004.</li> <li>e) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting SD. KVIC shall be exempted from SD for items supplied by them.</li> <li>f) Vendors registered with Railway Board/SC. Rly for the trade group of the item tendered shall be exempted from SD for orders valued up to their monitory limit of registration.</li> <li>g) Vendors appearing on the approved vendor lists of RDSO/Pus/CORE (As available on IREPS/UVAM), subject to approval status being valid on the date of tender closing.</li> <li>h) Vendors registered with Railway Board/SC.Rly for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.</li> </ul> <p><b>Note:</b> Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instructions.</p> <p><b>Ref:</b>i) For Point Nos (b) (c) &amp; (d) as per Rly Bd Lr.No. <u>Rly Bd Lr.No. 2018/Trans Cell/Stores Procurement dt. 02.01.2019.</u></p> <p>ii) For point No.(a), (e) to (h) as per Rly Bd Lr.No. 2004/RS(G)/779/11Pt. Dt.23.12.2019)</p> <p><b>NOTE:</b> <i>There shall be no exemption to such bidders from submitting EMD and SD for. all tenders published during the period of time they are disqualified as per declaration signed by them.</i></p>						
2.2.	<p><b><u>AMOUNT OF SECURITY DEPOSIT:-</u></b></p> <p>(i). a)</p> <table border="1" data-bbox="459 1496 1366 1686"> <tr> <td>Contract value</td><td>SD (rounded off to nearest higher Rs. 10 (ten)</td></tr> <tr> <td>Above Rs. 25 lakh and Upto Rs 50 cr.</td><td>@ 5% of contract value subject to Max. Rs.50 lakh.</td></tr> <tr> <td>Above Rs. 50 cr.</td><td>Rs. 1 cr.</td></tr> </table> <p><b>Ref:</b> As per Rly Bd Lr.No. 2004/RS(G)/779/11Pt. Dt. 23.12.2019.</p> <p>b) Railways are permitted to raise the upper sealing of SD, upto 5% of the contract value in high value cases.</p> <p><b>(Ref:- Rly Bd Lr.No 2020/RS(G)/779/16 DT 27.02.2024)</b></p>	Contract value	SD (rounded off to nearest higher Rs. 10 (ten)	Above Rs. 25 lakh and Upto Rs 50 cr.	@ 5% of contract value subject to Max. Rs.50 lakh.	Above Rs. 50 cr.	Rs. 1 cr.
Contract value	SD (rounded off to nearest higher Rs. 10 (ten)						
Above Rs. 25 lakh and Upto Rs 50 cr.	@ 5% of contract value subject to Max. Rs.50 lakh.						
Above Rs. 50 cr.	Rs. 1 cr.						

2.3

**[A]Security Deposit :**

(a) The Contractor must maintain the Security Deposit of the required amount in a specified format during the currency of the Contract. In the event of any amendment affecting the Contract value and/ or delivery period is issued to the Contract, the Contractor shall furnish suitably amended value and/ or validity of the Security Deposit in terms of the amended Contract within fourteen days of the issue of the amendment.

(b) If the Contractor during the currency of the Contract fails to maintain the requisite Security Deposit, it shall be lawful for the Purchaser at his discretion:

(i) to request the Contractor to submit the requisite amount within fourteen days;

or

(ii) to recover the requisite amount from the pending bills of the Contractor against this Contract or any other Contract and adjust such recovered amount towards Security Deposit of this Contract;

or

(iii) to treat it as a breach of Contract, terminate the Contract and avail any or all Contractual remedies available to the Purchaser thereof.

**Note:** For clarification of any doubt, the provision of sub-clause (ii) above applies only in case where additional amount is required to be deposited to maintain the requisite Security Deposit, as per the terms of Contract, and not for requirement of Security Deposit for entering into a new contract. Failure of the Successful Bidder to submit Security Deposit for entering into a contract, having been called upon to do so, shall be dealt as per tender conditions.

(c) The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said Security Deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the Contract under reference or any other Contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the Contract under reference or any other Contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Purchaser.

(d) Subject to above, the Purchaser shall release the Security Deposit, without any interest, to the Contractor upon the completion of all Contractual obligations relating to supply of Goods.

(e) Notwithstanding the above, the Purchaser shall be entitled to call for Warranty Security Deposit (in any form of financial instruments as permitted for Security Deposit) from the Contractor for due performance of warranty obligations under the Contract. In such an event, where Purchaser calls for Warranty Security Deposit, it shall be lawful for the Purchaser not to release/ refund the Security Deposit till the obligation of submitting Warranty Security Deposit in acceptable form is completed by the Contractor, or to encash the financial instrument for Security Deposit and adjust the amount so received towards Warranty Security Deposit. All conditions relating to Security Deposit including non-liability of payment of interest and conditions for forfeiture shall also apply for Warranty Security Deposit. Security Deposit shall be released/ refunded on receipt of acceptable Warranty Security Deposit.



(f) No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation there of. No interest shall be payable upon the Security Deposit or Warranty Security Deposit or amounts payable to the Contractor under the Contract.

**[B] Warranty/ Guarantee:**

- (a) The Contractor hereby covenants that it is a condition of the Contract that all Goods furnished to the Purchaser under this Contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the Contract specification, drawing or sample, if any and shall, if operable, properly.
- (b) The Contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery and this warranty shall survive notwithstanding the fact that the Goods may have been inspected, accepted and payment therefore made by the Purchaser, if a longer/ shorter period of warranty/ guarantee is specified in the Particulars or any other Contract documents, same shall be applicable instead of period specified in this clause.
- (c) If during the aforesaid period, the said Goods be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear, the decision of the Purchaser in that behalf being final and conclusive, the Purchaser will be entitled to reject the said Goods or such portions thereof as may be discovered not to conform to the said description and quality (by way of issue of "Warranty Rejection Advice"). On such rejection, the Goods will be at the Contractor's risk. Upon receipt of such rejection notice, the Contractor shall, within 60 days, expeditiously repair or replace, at the option of the Purchaser, the defective Goods or parts thereof, free of cost, at the ultimate destination. Alternatively, the Contractor can also be called upon for deposition of equivalent amount of rejected Goods within the aforesaid period. In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period plus the time from the warranty rejection advice to acceptance of Goods by Consignee after replacement/ rectification. If the Contractor, having been notified, fails to rectify/ replace the defect(s) within 60 days (or within any other period, if stipulated in the Contract), it shall amount to Breach of Contract for warranty.
- (d) The Contractor shall be allowed to collect the rejected Goods only after deposition of payments already made by the Purchaser to the Contractor, if any, in respect of such Goods or after recovery of equivalent amount by the Purchaser from the pending bills of the Contractor or against replacement quantity supplied by the Contractor. Rejected Goods should be suitably defaced before handing over to the Contractor to avoid its re-use. The rejected Goods may be taken over by the Contractor or his agents for disposal in such manner as he may deem fit within a period of 60 days from the date of such rejection, by way of issue of "Warranty Rejection Advice". At the expiry of the period, no claim what so ever shall lie against the Purchaser in respect of the said Goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions relating to the 'rejection of goods' and 'failure' and 'termination' and Clauses 4.2, 6.1, 7.6 and 13 shall apply as per IRS Conditions of Contract and its subsequent amendments, if any.
- (e) Purchaser is entitled to provide for an authorized portal (as an extension of authorised e-procurement portal or otherwise) for management of warranty obligations, including monetary recoveries when due, under the Contract and also provide for detailed procedure for working of such a portal. Working procedure (as amended from time to time) of such a portal shall be binding upon the contractor and shall not be rendered



	<p>ineffective merely on the ground that the same have not been specifically mentioned in the Contract documents.</p> <p>(f) Purchaser is entitled to effect due recoveries against warranty rejection advice from the Warranty Security Deposit, if the recoveries from pending bills of the Contractor is not possible.</p>
2.4	<p><b><u>Time for deposit of SD:</u></b></p> <p>(i) SD from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the purchaser.</p> <p>(ii) Authority competent to condone delay in submission of SD shall be SAG for cases upto acceptance power of SAG. PHOD/ CHOD shall have full power for such condonation. Condonation shall be on case-to-case basis.</p> <p>(Ref:- Rly Bd Lr.No.2004/RS(G)/779/11Pt. Dt. 23.12.2019)</p>
2.5	<p>In the event of successful tender(s) failing to deposit/submit SD in acceptable form within the prescribed period as aforesaid, the EMD submitted by such successful tenderer(s) shall be automatically adjusted towards SD in view of the fact that in most of the cases, EMD amount would be adequate to meet the SD amount. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD <b>shall be forfeited</b> and case will be dealt with as that of withdrawal of offer by the tenderer as per extant instructions. This will resolve the problem faced by purchaser to great extent due to intentional delay in submission of SD by successful tenderer(s).</p> <p>(Ref:- Rly Bd Lr.No. 2018/Trans Cell/Stores Procurement dt. 02.01.2019).</p>
2.6	<p>(A) (i) There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are disqualified as per declaration signed by them.</p> <p>(ii) Authority competent to approve the disqualification shall be the tender accepting authority not below the level of SAG Including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM, subject to PHOD/CHOD having full powers to approve disqualification.</p> <p>(iii) The disqualification procedure and all correspondence thereof shall be online and digital. Updation on IREPS shall be done by minimum JAG level officer dealing with vendor registration in the Railway.</p> <p>(iv) This para shall not be applicable for Govt. Departments/ordnance factories/ other Railways/Railway PSUs /KVIC and matter shall be taken up with them departmentally /administratively.</p> <p>(B) Wherever SD has been exempted, for any reason, and the supplier fails to supply goods as per conditions of contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries out standing against the vendor and dealt with accordingly.</p> <p>(Ref:- Rly Bd Lr.No 2004/RS(G)/779/11Pt. Dt. 23.12.2019)</p>



2.7	<p>Purchaser should ensure that the contracts are worded so as to conclude severable contracts for each lot. In case of failure by contractor to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot. Authority available to Consignee/Depot Officer vide Para 27 &amp; 28 of Railway Board's letter no. 88/RS(G)/779/14 Pt. dated 06.01.2017 shall continue.</p> <p><i>(Ref:- Rly Bd Lr No. 2018/Trans Cell/Stores Procurement dt. 02.01.2019)</i></p>												
2.8	<p>Risk Purchase clause shall not be applicable.</p> <p><i>(Ref:- Rly Bd Lr.No. 2004/RS(G)/779/11Pt. Dt. 23.12.2019)</i></p>												
2.9	<p>In exceptional cases exemption from seeking SD shall be decided prior to issue of tender (including global tenders) and suitably incorporated in tender conditions. Exemption shall require personal approval of the authority, on case to case basis, competent to issue the tender based on estimated value thereof, but not below the SAG level including SAG officers in the field units namely CMM, ADRM, CWM, CAO, CPM.</p> <p><i>(Ref: 2004/RS(G)/779/11 Pt. dt. 23.12.2019).</i></p>												
2.10	<p><b><u>Security deposit is to be paid in any of the manner prescribed below:</u></b></p> <ol style="list-style-type: none"> <li>Government securities at 5 percent below the market value.</li> <li>Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds (as per Annexure 'A') of the State Bank of India or any of the Nationalized Bank.</li> <li>Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds (as per Annexure 'A') issued by any Scheduled Commercial Bank.</li> <li>Deposit Receipts of the Post Office Saving Bank.</li> <li>The Bond of Indian Railway Finance Corporation (in case of bonds issued under non-cumulative interest scheme, postdated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due) and KRCL Bonds of Rs.1000 each. Payment of Security Deposit and Earnest Money in the form of Pay Order/Demand Draft should be drawn in favor of FA&amp;CAO only.</li> <li>If the SD is submitted in the form of Bank Guarantees, the Bank Guarantee for SD should be submitted in the prescribed format. No other format will be acceptable. If SD is submitted under structured Financial Management system (SFMS) the Bank account details of South Central Railway are as following:</li> </ol> <table border="1"> <tr> <td>Name of the Bank</td><td>State Bank of India</td></tr> <tr> <td>Place</td><td>Himmayat Nagar/Secunderabad</td></tr> <tr> <td>Account Number</td><td>62337131167</td></tr> <tr> <td>Bank Code</td><td>SBIN</td></tr> <tr> <td>IFSC Code</td><td>SBIN0020244</td></tr> <tr> <td>Name of the Railway Account</td><td>FA&amp; CAO/SC 01</td></tr> </table>	Name of the Bank	State Bank of India	Place	Himmayat Nagar/Secunderabad	Account Number	62337131167	Bank Code	SBIN	IFSC Code	SBIN0020244	Name of the Railway Account	FA& CAO/SC 01
Name of the Bank	State Bank of India												
Place	Himmayat Nagar/Secunderabad												
Account Number	62337131167												
Bank Code	SBIN												
IFSC Code	SBIN0020244												
Name of the Railway Account	FA& CAO/SC 01												

	<p>(This account is to be operated for HEADQUARTERS UNITS ONLY)</p> <p>The Bank Guarantees are to be sent directly by the Bank to the Principal Chief Materials Manager, Stores Department, 6th floor, Rail Nilayam, Secunderabad-71 in Bank's letter head only and no other formats of BG submitted by the firm will be entertained.</p>
2.11	Bank Guarantee should be submitted as per <b>Annexure-A</b>

This issues with the approval of the PCMM.



(GURUPAL SINGH)

Dy. CHIEF MATERIALSMANAGER/M&P  
For PRINCIPAL CHIEF MATERIALS MANAGER

Copy to:-PS to PCMM for kind information of PCMM

CMM/T,CMM/M, CMM/E&CMM/G : For kind information

Dy.CVO/Stores/SC; All Purchase Officers of HQrs, Depots & Divisions : For info. pl.



Annexure 'A'PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

To:  
The President of India Acting through  
PFA, South Central Railway.

GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between **Principal Chief Materials Manager**, South Central Railway, and \_\_\_\_\_ for (hereinafter called "the said Agreement"), of security deposit for due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement on \_\_\_\_\_ production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), we (Indicate name of the bank) (hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We \_\_\_\_\_ (Indicate name of the bank) do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_ .
3. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (Indicate name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till **Principal Chief Materials Manager, South Central Railway**, Ministry of Railway certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ (Indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We \_\_\_\_\_ (indicate name of bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Date the \_\_\_\_\_ day of \_\_\_\_\_

For \_\_\_\_\_  
 (Indicate name of the Bank)  
 (Bank's common seal)