



PUNJAB STATE POWER CORPORATION LTD

(Regd. Office: PSEB Head Office, The Mall, Patiala)

O/o EIC/MM, 2nd floor, Multi Story Building, PSPCL, Head Office, The Mall, Patiala

Phone No. 091-175-2213047, Fax No. 091-175-2225024 Mob: 096461-19383, 096461-11036

E-mail: poconductorpspcl@gmail.com Corporate Identification Number (CIN) : U40109PB2010SGC033813;

Registration Number: 33813 website: www.pspcl.in; e-tendering portal: <https://eproc.punjab.gov.in>

To

All Head of Departments,
PSPCL, Patiala.

Memo no. 1830/63

/ G-019/PO-C

Dated: 17.12.2024

Subject: Amendments Regarding Security Deposit in PSPCL, Works Regulation, 1997.

Amendment No. – 2

In reference to the BODs decision taken in its 110th meeting held on 26.11.2024 conveyed by Company Secretary vide its UO No. 3092 dated 10.12.2024, the following amendments have been approved to be incorporated in Works Regulations, 1997. The old as well as amended clauses are reproduced as under:

Existing Clause of Works Regulation, 1997	Amended Clause in Works Regulation, 1997
<p>24. (A) SECURITY DEPOSIT :</p> <p>The Earnest Money deposited at the time of tender shall be converted into Security Deposit. The Security Deposit will be deducted from the running bills at the rate of 5% of the gross value of the work done from time to time after taking into account the EMD converted as security. No interest shall be payable to the contractors on the amount of security deposit.</p>	<p>24. (A) SECURITY DEPOSIT :</p> <p>i) The Earnest Money deposited at the time of tender submission shall be converted into Security Deposit. The Security Deposit will be deducted from all the bills at the rate of 5% of the gross value of the work done from time to time after taking into account the EMD converted as security or the successful bidder may submit the additional /complete security deposit @ 5 % of total contract value in the form of BG (issued from SFMS compliant bank)/DD/Digital mode of payment within 30 days from the award of contract.</p> <p>In case a firm deposits complete security deposit in the form of BG, its EMD shall be refunded on submission of BG.</p> <p>No interest shall be payable to the contractors on the amount of security deposit. PEMD shall not be converted into Security Deposit.</p>

ii) Turn-key Projects:- For Turn-key projects such as design, manufacture, testing, laying, erection & commissioning and for repair works, the successful Tenderers/contractor shall be required to submit Security deposit for faithful execution of the Contract at the rate of Ten percent (10%) of contract value rounded off to a multiple of Rs. 10/- on the higher side in the form of Bank Guarantee(issued from SFMS compliant bank)/ Demand Draft/ digital mode of payment within 30 days from the award of contract.

Note:- For Central/state or any other sponsored schemes the security deposit shall remain as per the Standard Bidding Document only.

iii) The Tenderers having PEMD with PSPCL and hence exempted from depositing Earnest Money with Tenders, shall be required to submit security Deposit @5% or 10% of contract value applicable as per (i) or (ii) above resp. in the form of Bank Guarantee (issued from SFMS compliant bank)/ Demand Draft/ digital mode of payment within 30 days from the award of contract.

or

The Security Deposit will be deducted from all the bills at the rate of 5% or 10% of contract value applicable as per (i) or (ii) above of the gross value of the work done from time to time.

Note:- The Bank Guarantee (issued from SFMS compliant bank) received by all offices of PSPCL from contractors/firms/vendors etc be confirmed/verified as per Instructions issued by the O/O Financial Advisor, PSPCL, Patiala office memo no. 841/1140 dated 28.7.2023.

iv) The following shall be exempted from depositing security against purchase orders/contracts given to them :-

a. Public Sector undertakings owned by Pb. Govt./Central Govt./other State Govt. supplying material directly through units owned by them subject to submission of documentary evidence of Government ownership. Exemption shall not be applicable if the Tender is submitted for supply of material through private unit/manufacturer.

b. Suppliers/ Executors of Proprietary items or works.

B) REFUND OF SECURITY DEPOSIT	B) REFUND OF SECURITY DEPOSIT
<p>i) On faithful execution of contract in all respect the security deposit of the contractor shall be refunded after the expiry of warranty/defect liability period as provided in the contract. In case of civil works minimum period of 6 months will be provided as defect liability period in the contract.</p> <p>ii) Engineer-in-charge (SDO up to Rs. 10 Lacs of the contract value and Sr. Xen for works costing more than Rs.10 Lacs) shall issue the certificate for site clearance.</p> <p>iii) Provisional completion certificate shall be issued within 30 days of the completion of the work. A copy of the certificate shall be sent to Technical Audit Organization. On receipt of the report from Technical Audit after making recovery/rectification of the defects pointed out, construction Organization will issue final completion certificate.</p> <p>iv) On receipt of provisional completion certificate the post construction technical check/audit shall be carried out within defect liability period.</p>	<p>i) On faithful execution of contract in all respect the security deposit of the contractor shall be refunded after the expiry of warranty/defect liability period as provided in the contract. In case of civil works minimum period of 6 months will be provided as defect liability period in the contract. In case of labour contracts or other similar kind of jobs wherein defect liability period has not been defined in the contract, the defect liability period will be considered as one month after clearing of all dues/liability with the approval of concerned HOD.</p> <p>ii) Engineer-in-charge (AE/AEE up to Rs. 10 Lacs of the contract value and Addl SE/Sr. Xen for works costing more than Rs.10 Lacs) shall issue the certificate for site clearance.</p> <p>iii) For capital works provisional completion certificate shall be issued within 30 days of the completion of the work. A copy of the certificate shall be sent to Technical Audit Organization. On receipt of the report from Technical Audit after making recovery/rectification of the defects pointed out, construction Organization will issue final completion certificate.</p> <p>iv) On receipt of provisional completion certificate technical audit shall be carried out within defect liability period.</p> <p>v) Defect liability period shall commence from the date of completion of work.</p>

The above amendments shall be applicable for the tender enquires to be floated on or after 1st January 2025.


Engineer-in-Chief /MM
PSPCL, Patiala

CC. 1864/70 /G-019/PO-C

Dated: 17.12.2024

1. OSD to CMD, PSPCL Patiala.
2. OSD to CMD, PSTCL Patiala.
3. SE/Tech. to Director/Distribution, PSPCL Patiala.
4. SE/Tech. to Director/Commercial, PSPCL Patiala.
5. SE/Tech. to Director/Generation, PSPCL Patiala.
6. PS to Director/Finance, PSPCL Patiala.
7. SE/Tech. to Director/Administration, PSPCL Patiala.