



PUNJAB STATE POWER CORPORATION LTD

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

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

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Corporate Identification Number(CIN) : U40109PB2010SGC033813

Registration Number: 33813 website:www.pspcl.in

e-tendering portal: <https://pspcl.abcprocure.com>

To,

All Heads of Department,
PSPCL, Patiala.

Memo No. 512/545.PR Dated. 08-03-2019

Subject: Regarding amendments in PSPCL Works Regulations, 1997-Amendment.

In reference to the BoDs decision taken in its 74th meeting held on 02.03.2019 conveyed by Company Secretary vide its UO No. 956 dtd. 07.03.2019, the following additions/amendments have been approved to be incorporated in Work Regulation,. The old as well as amended clauses are reproduced as under:

Clause No.	Existing Clause	Approved Clause
24. (A) i.e SECURITY DEPOSIT	<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>B) REFUND OF SECURITY DEPOSIT :</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.</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</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>B) REFUND OF SECURITY DEPOSIT :</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.</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</p>

after making recovery/rectification of the defects pointed out, construction Organization will issue final completion certificate.

iv) On receipt of provisional completion certificate the post construction technical check/audit shall be carried out within defect liability period.

C) FORFEITURE OF SECURITY DEPOSIT:

In the event of default on the part of Contractor in the faithful execution, the security deposit shall be forfeited by an order of the Contracting Agency under intimation to other SEs, CEs and Secretary Board. In the case of field Sr. XENs, an order of forfeiture of Security deposit shall be issued by them provided they are Contracting Agency, under intimation to their SEs, who in turn shall circulate the same to other SEs, CEs and Secretary Board.

The forfeiture of security deposit shall be without prejudice to any other rights arising or accruing to the Board under relevant provision of the contract like penalty/damages for delay in delivery or risk execution of work including suspension of business dealings with Board for a specific period.

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D) Any amount due against the Contractor shall be recoverable from pending amount of the concerned Work order or any other Purchase order/Work Order/Contract of the firm with PSPCL. If no payment of the firm is pending with PSPCL against any other Purchase order/Work Order/Contract then the same shall be deducted from any Security/EMD or PEMD lying with PSPCL. In case, the total amount of EMD, PMED, Security of all Purchase order/Work Order/Contract is less than the recoverable amount, action shall be taken by PSPCL as admissible under the law e.g. filing of recovery suit & lodging of FIR etc. Moreover the performance of the firm regarding the same shall be given due importance while placing future order on such firm.

It is requested that immediate action may be taken to incorporate the amended clauses as above in the tenders floated by your office please.


Chief Engineer/MM,
PSPCL, Patiala.