



BHARAT HEAVY ELECTRICALS LIMITED, BHOPAL.

FIELD MAINTENANCE DIVISION(TPTN)

(Tel: 07552505877/2613)

Tender enquiry no: FNX/TPTN/43/19/10

Date: 20.05.2020

TENDER ENQUIRY

Sub: Annual Maintenance contract of 26 nos. critical machines of TXM & TAM.

Dear Sirs,

Sealed tender super-scribing the name of work, tender notice no. and due date is invited by the undersigned for executing the following work:-

1. SCOPE OF WORK:

- i) The party will have to attend all the **Electrical and Mechanical** breakdowns on **two shift basis** of the listed CNC & Critical machines (**in case of emergencies party will have to do the maintenance on Sundays & in 3rd shift also**). **This AMC does not cover the maintenance of measuring instruments, electronics maintenance, AC maintenance, CNC Programming, Chip Conveyors etc.**
- ii) Party has to do the electrical and mechanical preventive maintenance of the machines twice a year as per the schedule and ticket issued by BHEL.
- iii) Regularly/ daily/ weekly check the machine for oil levels, belt tensions, alignment, greasing, lubrication, abnormal noise or over heating, functioning of limit/ proximity switches etc. and take prompt corrective action.
- iv) On receipt of intimation of electrical or mechanical breakdown of a machine, the contractor's supervisor will immediately attend the machine with their trained and qualified staff and repair the machine. Once breakdown is reported the contractor's staff must attend the machine within 30 minutes. As and when required support from BHEL electronics engineers will be provided.
- v) Contractor's supervisor will keep also following records of the work.
 - a) All duly filled maintenance service requisition forms for the breakdown attended or being attended.
 - b) Logbook provided by BHEL should be regular updated and signed by the supervisor at the end of each shift
- vi) List of machines attached with **Annexure-I**
- vii) **Contractor should have to depute 2 supervisors, 8 skilled workers & 2 semiskilled workers per day during the contract to cover our Scope of work.**

- 1.1. All spares required during maintenance of the listed machines would be provided by BHEL.
- 1.2. Any welding, brazing etc. facilities as required for successful execution of the work will be provided free of cost inside BHEL premises by BHEL.
- 1.3. All tools required during maintenance have to be arranged by the party.
- 1.4. All available maintenance manual and technical information of the machine will be provided by BHEL.

2. FACILITIES:

This is a **service** contract. All consumables like lubricants, Kerosene oil, cotton waste etc. will be supplied free of cost by us during maintenance period inside our premises. It does not contain any material supply from the party.

- 2.1. Crane facilities along with lifting tackles, trolleys, truck etc. will be provided if available, free of charges while working inside BHEL premises only.

3. TERMS OF PAYMENT:

- 3.1. Payment would be made on quarterly on submission of technically and commercially clear bill within specified time. Any disallowances of tax credit shall be recovered from contractor's bill when disallowance attributed to them.
- 3.2. In case of MSME vendor Payment will be done within 45 days and in case of others payment will be done within 60 days. Penalty to be viewed w.r.t. to this.
- 3.3. Penalty shall be deducted only if shortage in actual man days is more than by 10% of the required man days for each quarter. Actual man days (skilled & unskilled) will be calculated for every three month (including overtime hours given to workers). The deduction for each category shall be 10% of per Man day's rate for total shortage days. The maximum cumulative penalty shall be limited to 10% of the Work order value. GST on penalty shall be charged extra.

4. COST OF TENDER DOCUMENTS:

Your quotations must be accompanied with cost of tender of **Rs. 500/- (Five Hundred Only) + GST** without which the quotations may be rejected. Parties have to submit Tender cost at our E-Payment portal of Website www.bhelbpl.co.in. GST on tender fee shall be charged extra.

5. EARNEST MONEY:

EMD would be Rs. 50900/- (Fifty Thousand Nine Hundred only.)

Modes of deposit

-The EMD may be accepted in Electronic Fund Transfer credited in BHEL account (before tender opening) at our E-Payment portal of Website www.bhelbpl.co.in OR EMD can also be accepted in the form of FDR issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL) Party have to submit EMD

-EMD given by all unsuccessful tenderer shall be refunded normally within fifteen days of award of work.

6. SECURITY DEPOSIT:

Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract.

The total amount of Security Deposit will be 5% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

Modes of deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- i) Electronic Fund Transfer in favour of BHEL
- ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Refund of Security Deposit - The security deposit refundable to the contractor worked out on the basis of the value of work completed shall be refunded to the contractor on the Engineer-in-charge certifying in writing that the work has been completed as per work order.

7. GST CLAUSE: GST Clause as per attached annexure-II

8. COMPENSATION CLAUSE:

"BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life/permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.

- a) Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
- b) Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/operation and works incidental thereto at BHEL factories/offices and precincts thereof, projects execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works/during working at BHEL Units/Offices/townships and premises/projects sites.
- c) Compensation in respect of each of the victims:
 - (i) In the event of death or **permanent disability** resulting from **Loss of Both limbs**: Rs. 10,00,000/- (Rs. Ten Lakh)
 - (ii) In the event of **other permanent disability**: Rs. 7,00,000/- (Rs. Seven Lakh)
- d) Permanent Disablement: A disablement that is classified as a permanent total disablement under the provision to Section 2 (1) of the Employee's Compensation Act, 1923."

9. TENDER SUBMISSION AND OPENING:

Tender room location : **ASC Divn. Adm Bldg, GF**
 Tenders Submission time/date : 11:00 AM, 01.06.2020
 Tender opening time/date : 02:00 PM, 01.06.2020
 The tender envelope must carry the following information on the top of the envelope:
Tender/Enq. No. :
Party's name :
Tender/Enq. Opening date :
The tender should be dropped in the tender box kept in the tender room.

- 10. Bid should contain both Techno-commercial and Price details in separate envelope clearly super scribed.
 - A) In the Techno-commercial bid (Part -1) the detailed technical specifications of the offered package along with all the commercial terms and conditions should be included. All the documents related to statutory requirements such as PF, ESI, and Labor Lic etc. **Techno Commercial Bid (Part -1) format attached as annexure –III.**
 - B) Price Bid (Part-2): It should include the total price of the offered package.
 - C) **Price should be filled in the prescribed Rate format as per annexure-IV.**
- 11. All the documents being sent herewith should be returned back to us duly signed on each paper along with your offer. The general terms and conditions being attached herewith shall also form an integral part of contract Agreement for the work order awarded to you.
- 12. Bid should be free from correction, overwriting, using corrective fluid, etc. any interlineations, 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.
- 13. **INSPECTION:**
 The tenderer can inspect the machines before quoting if they desire, on any working day before the last date for submission of tenders.
- 14. In the event of acceptance of tender, and if the contractor fails to commence work within prescribed period, BHEL shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
- 15. Accepting authority reserves the right to reject any or all quotations without assigning any reason thereof.
- 16. Quotations must be valid for at least 90 days.

17. RULES AND REGULATIONS OF THE CENTRAL/STATE GOVERNMENT

A. ARBITRATION CLAUSE:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or differences; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, then, either party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

Subject as aforesaid, the provisions of the arbitration and conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be _____ (the place from which the Contract is issued).

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause ----- above, the courts at ----- (PI incorporate the name of the place where the Principle Civil Court having ordinary original Civil Jurisdiction to decide questions forming subject matter of the arbitration is located) shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligation under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either party in terms of this Contract.

B. CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER BHEL CONCILIATION SCHEME, 2018

The parties agree that if at any time (whether before, during or after the arbitral or judicial proceeding), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract, which the parties are unable to settle mutually), arise inter-se the parties, the same may, be referred by either party to conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL / Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliators(s) who is/are mutually agreeable to both the parties from the outside the BHEL Panel of Conciliators.

The proceedings of conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996

C. In the event of award of any contract to you, you will have to observe and perform all the laws/enactment for the time being in force.

Thanking You

Dy. Manager (FNX)
For B.H.E.L. Bhopal

Encl.:-

1. Annexure-I, II, III, IV, V
2. Annexure-VI (Instructions to contractor for statutory compliance).

LIST OF CRITICAL MACHINES IN BLOCK-9 & BLOCK-2 OF TPTN

Ref: FNX/TPTN/43/19/10

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SL. No.	ITEM No.	DESCRIPTION	LOCATION
1	5/A/2063	S B CNC LATHE (HMT)	BL - IX
2	5/A/2055	S B CNC LATHE (IKEGAI)	BL - IX
3	5/A/2129	S B CNC LATHE	BL - IX
4	5/A/2118	COMM. TURNING LATHE (IKEGAI)	BL - IX
5	5/A/2141	VMC (CHIRON)	BL - IX
6	5/A/2145	CNC RETROFITTED WARD LATHE	BL - IX
7	5/A/2111	CNC ELGAMILL	BL - IX
8	5/A/2114	HMC (HMT)	BL - IX
9	5/A/2116	HMT POLEPAD	BL - IX
10	5/A/2127	HMC PEGARD	BL - IX
11	5/A/2065	ELGAMILL	BL - IX
12	5/A/2071	ELGAMILL	BL - II
13	5/A/2142	CNC H/B	BL - II
14	5/A/2140	VMC	BL - II
15	5/A/2057	ELGAMILL	BL - II
16	5/A/2050	K & R, HOR. BORING & MILLING M/C	BL - II
17	5/A/2034	ELGAMILL	BL - II
18	5/A/2130	VMC 1200	BL - II
19	5/A/2109	INTERNAL CIRCULAR GRINDING M/C	BL - II
20	5/A/2046	CYLINDRICAL GRINDING M/C	BL - II
21	5/A/2148	S B CNC LATHE	BL - II
22	5/A/28	CNC RETROFITTED WARD LATHE	BL - II
23	5/A/80	CNC RETROFITTED WARD LATHE	BL - II
24	5/A/122	CNC RETROFITTED WARD LATHE	BL - II
25	5/A/124	CNC RETROFITTED WARD LATHE	BL - II
26	26/A/2048	VERTICAL TURNING LATHE	BL - II

GST Clause

1. Wherever bidders are required to supply services at project site Party has to submit GST registration no. of the State in which project site is located along with copy of registration certificate at the time of submission of Bid. In case the same is not available at the time of submission of bid, the contractor has to give an undertaking that the same will be arranged before award of work order.
2. HSN Code/SAC, rate of tax under GST and applicable GST (IGST, CGST/SGST/UTGST) and GSTIN shall be clearly mentioned by the Bidder.
3. GST portion of the **invoice shall be released only upon:-**
 - 2.2.1 All invoices raised by contractors/vendors must be GST compliant Tax invoices as per GST invoice rules.
 - 2.2.2 Contractor declaring such invoice in his GSTR-1 or any modified return as notified by government
 - 2.2.3 Receipt of goods/services and Tax Invoice by BHEL and
 - 2.2.4 Confirmation of payment of GST thereon by contractor on GSTN portal
 - 2.2.5 Alternatively, Contractor has to submit BG of appropriate value which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal and receipt of Tax invoice and receipt of services, whichever is later. Contractor has to give an undertaking in this regard.
 - 2.2.6 Contractor has to give an undertaking to BHEL that they have declared invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Payment to Contractor for GST portion will be released only after completion of above activity and on availment of ITC by BHEL.

4. In case GST credit is delayed/denied to BHEL due to **non/delayed receipt of services/goods and /or tax invoice** or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the contractor along with interest levied/ leviable on BHEL.

Reverse Charge under GST

- 5A. In respect of services, reverse charge liability shall arise at the earliest of date of payment to service provider or 60 days from the date of issue of invoice by service provider. Contractor has to submit bill for payment within 30days from the date of invoice. Any interest or penalty implications attributable to the contractor shall be recovered from them.
- 5B. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other condition specified in GST Law.

Liquidated Damage/Penalty

6. Liquidated damage (LD) or Penalty if chargeable from suppliers/contractors as per NIT, applicable GST will be charged in addition to the same.

Tax Deduction at source

7. TDS as per extent provisions of the GST Law shall be deducted from supplier/contractor bill.

Techno Commercial Bid (Part -1)

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Following documents are necessarily to be annexed by bidder with Techno Commercial Bid (Part -1) for pre qualification.

1. Name of the firm :
2. Address of the firm :
3. Name of the contact person :
4. Correspondence address :
5. Phone no. / Mobile No. :
6. Email ID :
7. Labour licence No. and validity :
8. PF No. :
9. ESIC registration no. :
10. PAN No. :
11. EMD :
12. Tender Cost :
13. GSTIN No. :
14. **Qualification Criteria** : **Attach relevant documents as per annexure V.**

Signature of authorized signatory with name & seal

Price Bid (Part -2)

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Sr. No.	Description	In figures, Rs.	In words, Rs
1	Rate per month (for two shifts),Rs.		
2	Cost for one year, Rs.		
3	GST (if applicable)		
4	Gross value, Rs.		

Note: 1. In the course of evaluation, if more than one bidder happens to occupy L-1 status. Effective L-1 will be decided by soliciting discounts from the respective L-1 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 the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

2. Rates quoted by bidder shall be firm throughout the contract period.

Signature of authorized signatory with name & seal

QUALIFICATION CRITERIA

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Qualification Criteria: Experienced and financially sound Contractors registered with BHEL OR other Govt. Undertaking OR similar type of reputed manufacturing industries having similar types of machine tools & plants as listed in **Annexure-I** meeting below eligibility criteria for the work.

I. Financial Requirements:

Annual financial turnover of the contractor during the last three years, ending 31st March 2020, should be at least Rs. 7.6 Lakhs. (In each year)

(Submit relevant documents for Annual Financial Turnover.)

II. Work Experience Requirements:

Experience of having successfully completed similar works during last Seven years ending (20.05.2020) previous to the one in which applications are invited should be either of the following.

1-One similar completed works in which contract value should be of Rs. 20.33 lakhs or more.

Or

2- Two similar completed works in which single contract value should be of Rs.12.71 lakhs or more.

Or

3-Three similar completed works in which single contract value should be of Rs.10.16 lakhs or more.

(Satisfactory work completion report to be submitted along with relevant work order copy in techno commercial offer)

Note: 1. Similar works means preventive and Breakdown maintenance OR reconditioning/retrofitting works of CNC machine tools & plants.

2. Relaxation to MSME may be given as: 50% Relaxation in Finance & Experience requirements.

INSTRUCTIONS TO CONTRACTORS

- Ø BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
- Ø The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
- Ø Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- Ø Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee. No work shall be done on second/third shift, overtime, Sundays or on other declared holidays without written permission.
- Ø Contractor shall obtain Police Verification of all his workers.
- Ø Contractor shall submit following Certificate for each contract separately.
 "It is certified that PF/ESI challans of the amount -----(in words -----)
 pertains to my workers, whose names are appearing in the wage sheet of the month _____20_____ and these
 workers are engaged in _____
 (type of work) against work order no. _____ in _____(name of department).

Signature of Contractor

PAYMENT OF WAGES

- Ø Contractor shall be responsible for making payment of wages through Bank/Cheque before expiry of 7 days from the last day of wage period. No other mode of payment shall be acceptable.
- Ø In case contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit /other dues under the contract can be utilized by BHEL to discharge the liability of the contractor.

SAFETY AND DISCIPLINARY ACTION

- Ø Contractor shall ensure that his employee do not indulge in any unsafe or hazardous practices. They use safety equipment such as safety belts, safety shoes, goggles, helmet and masks where use of such equipment is required in day-to-day operations. All such safety gadgets will be provided by the contractor failing which the contract operating division will provide safety equipment to such employee of the contractor at the cost of the contractor to be recovered from his bills. Contractor shall fully indemnify BHEL against any claim for damages for injury to person or property resulting from such accidents.
- Ø Contractor to ensure that employee deployed in the premises is physically and mentally fit and do not have any criminal record.
- Ø Contractor will be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of Contracting officer.
- Ø The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform
- Ø Contract awarded is liable for termination for any contravention of statutory provisions or any other reasons without assigning any explanation or notice to the contractor.
- Ø Contractor shall fully comply provisions of various applicable labour laws

RECORDS & INFORMATION TO BE FURNISHED BY CONTRACTOR

- Ø Contractor shall maintain neatly, completely and legibly registers, records, reports and returns for inspection by various authorities.

- Ø Contractor shall provide information as required in respect of all his employees employed by him to enable the contract operating division to monitor compliance of PF/ESI and also to enable him to furnish information to Ministry and Labour deptt. as may be required.
- Ø Contractor shall provide full particulars of each employee employed by him before start of the work and from time to time. He will also endorse a copy of returns furnished by him to the Labour Department under the Contract Labour (Regulation and Abolition) Act 1970.

COMPLIANCE OF STATUTORY PROVISIONS

- Ø Contractor shall fully comply provisions of various applicable labour laws provisions of the following enactments and other enactments as applicable for such contracts.
 - .. Contract Labour (R&A) Act 1970 and rules 1971.
 - .. Payment of Wages Act.
 - .. Minimum Wages act 1948, M.P. Rules 1958
 - .. Employees State Insurance Act 1948, Rules and regulations 1950
 - .. Employees Provident Fund Act 1952 and Pension Scheme 1995
 - .. Workmen's Compensation Act 1923
 - .. Factory Act 1948
 - .. Maternity Benefit Act 1961
 - .. Equal Emolument Act 1976
 - .. M.P. Shram Kalyan Nidhi Adhiniyam 1982
 - .. Payment of Bonus Act 1963
 - Shop & establishment Act 1958
 - .. Inter State Migrant Act

STATUTORY INSTRUCTIONS TO CONTRACTOR

1.0 STATUTORY REGISTRATIONS AND CLEARANCES

Contractor shall commence the work only after obtaining :

1. Labour Licence
2. Provident fund code no.
3. ESI code no
4. Registration no.
5. Notice of commencement in Form 6-A & Maintain Register of workers in form 13

2.0 CONTRACTOR SHALL ENSURE FOLLOWING WHILE EXECUTING CONTRACT

1. Employment card as per rule no 76 of Contract Labour (Regulation & Abolition) MP rules, 1973
2. Appointment letter to his employees.
3. Annual leave with wages including EL, CL, National Holiday & Festival holiday.
4. Leave record register.
5. Shall engage only adult workers who have attained the age of 18.
6. Work to be done on second/third shift, overtime, Sundays or on other declared holidays with written permission.
7. Obtain insurance cover for his employees/equipments, tools etc & third party insurance coverage at his own cost.
8. Remit Provident fund contributions in prescribed 3A & 6A forms
9. ESI contributions in Form 6
10. Submit challans of PF & ESI contributions every month.
11. Provide Personal protective equipments for his employees
12. Distribute wage slip each month to his employees
13. Ensure payment of Statutory Minimum Wages as well as additional wages recommended by BHEL through bank account only.
14. Submit employee and employer contribution as per Shram Kalyan Nidhi Adhiniyam 1982.

3.0 PAYMENT OF WAGES ACT

1. Those engaging 100 or more workman, should submit or copy of standing orders.
2. Shall comply with the provisions of Factories Act.

4.0 ON COMPLETION OF WORK

Submit PF & inspection report