

Terms & Conditions

- Please quote your Good & Service Tax No. if not quoted, Purchase Tax applicable rates will be deducted.
- Please quote your ESIC No. if it is a labour job. If ESIC No. is not quoted on the invoice, ESIC will be deducted at applicable rates.
- All liabilities related to labour life, labour licences, ESI, PF, Minimum Wages/ Workmanship Act etc. shall be borne by Vendor/contractor.
- Your rates are inclusive of all of P.F. and ESIC as per current statutory norms AIRBORNE GROUP. neither there client shall not be responsible for any liabilities arising thereof.
- The company ESIC, PF registration copy and the list of workers deployed at site to be handed over to AIRBORNE GROUP. before commencement of work at site.
- PF / ESI challans with the names and amounts of employees covered by the challan written on the back side of the challan to be handed over on a monthly basis.
- The items covered by this order are for "Immediate Supply" unless otherwise stated in writing, the supplier shall be held liable for all loss or damage arising out of such delay and consequent non receipt of the ordered articles.
- The material ordered shall be supplied exactly as per the specification, recent make, workmanship and the standard quoted by you, and or mentioned in this order. In case of repeat order, the materials shall be exactly of the same specification, make, standard and workmanship as per order or as specified in the order form.
- We reserve the right to disapprove or reject the material wholly or in part when specification, make, workmanship or standard is not approved by the concerned department whose decision in all cases shall be final and binding.
- However, AIRBORNE GROUP. Reserve the right to cancel the order in-case the items do not meet with the required specification or not delivering the required results or if there is a delay in delivering the goods beyond the mutually agreed date or as mentioned on the Purchase Order.
- Any material so rejected must be replaced immediately as per instruction, by the supplier at his own cost, if it is not replaced, cost of such materials will be deducted from the bill. Such rejected materials will be laying at supplier's risk including Damage & Shortage.
- The bill pertaining to each supply should be submitted in DUPLICATE along with acknowledged delivery Challan mentioning distinctly the Purchase Order No. and Date.

Separate bills/invoices should be submitted for each order.

- The names of the workers to match with the attendance register maintained at the site during the project period.
- The worker not approved by site in-charge shall be removed from the site without further arguments.
- Every worker shall wear his identity card issued by you & labour entry register shall be maintain by you.
- You shall obtain labour license as per statutory norms.
- AIRBORNE GROUP reserves the rights to terminate or to give part or entire work to other agency if required.
- All Payments will be Back to back payment process and after 45 days from payment milestones & certified invoice.
- You are requested to ensure that your workers deployed against the contract are suitably covered by insurance.

- You shall make adequate storage & security arrangements at site for your materials, equipment's, plant and machinery.
- Not only debris arising out during any dismantling and removing any unwanted construction material etc. but also removal of all other waste and surplus material during the execution of the contract shall be undertaken by the contractor. In this respect, the building rules of the Builder should be rigidly followed.
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- You shall provide all warranties/ guarantee of works, equipment or items installed in the project shall be taken in the name of End User as the prime beneficiary.
- The Contract shall be governed by and construed in accordance with Indian Laws and is subject to the exclusive jurisdiction of the Indian Courts. Matters arising out of or in any way connected with this Contract shall be deemed to arisen in Pune and the parties submit to the exclusive jurisdiction of Courts in Pune.
- All disputes and differences of any kind whatsoever arising out of or in connection with this contract whether during the process of work or after completion shall be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 with subsequent modifications/amendments thereof. The venue of arbitration shall be at Mumbai. Further, the parties agree to bind themselves to the jurisdiction of courts at Mumbai exercising competent jurisdiction to the exclusion of all other courts for any dispute touching upon the arbitration of the Work Order.

Workmanship & Quality

- In case of poor workmanship of any type , contractor at no extra cost shall do rectification. In case of his failure to do so, work will be carried out by other agency and the expenses incurred for such rectification will be debited to the contractor
- Vendor/Contractor Should Maintain their own housekeeping at no extra cost to AIRBORNE GROUP. on regular (day to day) basis, if failed AIRBORNE GROUP. Will appoint the separate team & same will be deducted from there bill along with 15% administrative charges.
- You shall protect your work from other contractor's ongoing works and against anticipated accidents at site. No claims against damage of works at site shall be entertained.
- The cost of protection shall be borne by you. You are responsible for proper coordination of your works with other agencies and shall provide timely clearance for subsequent activities of other trade contractors on the project.
- All materials shall be of the best quality & to be laid in best workmanship of its type and strictly in conformity with the material and finish described in the specifications.
- The goods/ articles will be inspected and checked by us before passing the bill for payment. The weight or quantity as found and recorded by us will only be taken into account and the same will be accepted at the Suppliers risk & cost.
- In case the goods and articles covered by this order are rejected and not removed by the supplier within 48 hours, the company reserve the right to recover the storage handling charges etc. from the Supplier.
- Any material so rejected must be replaced immediately as per instruction, by the supplier at his own cost, if it is not replaced, cost of such materials will be deducted from the bill. Such rejected materials will be laying at supplier's risk including Damage & Shortage.
- All materials samples, mock-up's, test certificates to be provided as per instructions.

Working Conditions

- To avoid inconvenience to the occupants of the building, Drilling, floor cutting and other related works for interior fit outs should be done from 06:00 PM to 09:00 AM.
- Any heavy or large material furniture etc. will be transported only after due intimation to the Property. Manager of the Lessor to enable them to depute their representative to be present at site to oversee that no damage is caused to any part of the Building.
- The Vendor will be liable to pay the cost of restoration to the original condition, if any damage is caused by their labours or its agents and employees to any part of the Building.
- For on-site Construction Power (including the cost of temporary meter) & water charges will be will be deducted from the vendor/contractors bill on pro-rata basis it will be mainly divided in between THREE VENDORS (Interior, electrical & HVAC Vendor)

Safety

- All rules, regulations and labour laws in connection with working of labour shall be STRICTLY observed and adhered to including all safety measures required for safe working at site.
- You shall follow the safety norms of the company as per below.
- Wearing of helmets & safety belts is compulsory for all workers working at height.
- Hygienic practices should be followed. Smoking or tobacco eating is strictly prohibited & punished.
- Fighting on work site is prohibited and liable for police action.
- Children of workmen are not allowed on site.
- No labour below 18 yrs. shall be employed at site.
- All electrical safety norms shall be followed where electrical equipment's is being used.
- Contractor is responsible for any accident if occurs during the work & injured worker shall be immediately treated by you at your risk & cost.
- Any violation of safety norm is liable for financial penalty decided by AIRBORNE GROUP.
- You shall get work permission before starting welding works & a fire extinguisher , water bucket, fire proof cloth ,sand bucket shall be kept at welding place. A supervisor from your side shall be present during welding works.
- Any works carried out above 5 feet should be using Aluminium movable ladders/scaffolding.

Special Instruction

- Delivery Challan should be submitted in TRIPLICATE, one copy will be returned and Two copies will remain with us.
- Any quantities mentioned in the PO going above will not be paid & vendor has to borne the cost. Also All quantities within limit will be measured and paid for at actuals.
- Penalty of 0.5% per day on PO value will be deducted from the vendors bill if failed to complete the work in the above said period & no justification will be entertained if in case of any dependencies.
- Project Should be Completed in stipulated timeframe & any delay beyond that will be penalised as per the terms.
- If the project gets delayed due to delay in your activities, then the entire penalty for delay as imposed by client / PMC, will be transferred to you.
- If the rate for an item of work cannot be determined in the manner as aforesaid, the rate shall be decided by us on the basis of the cost you at Site i.e. cost of materials, packing and forwarding charges, handling and insurance and cost of labour, both on actuals plus 10% (Ten Percent) to cover Contractor's profit and overheads.

- It shall be your responsibility to inform us, the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed. You shall have no right to suspend the work on the plea of non-settlement of the rates.
- You shall provide the bill in form of an MS Excel 2010 file, showing comparison of quantities executed against those in initial PO.