



# QIC PROTECH PVT LTD

## Agreement with Client

M/S QIC PROTECH PVT LTD. , an **Inspection Body**, having its registered offices at **362, Site1, Vikaspuri, New Delhi-110018, India** , herein after referred to as QIC, hereby **agrees to M/S. ....** having its registered offices at (Address-----) the client, to Inspect at client's premises, against the Indian Standards/ Applicable Standard/ customer's specification , as mentioned in the Purchase order

### **1. Publicly Accessible Information**

QIC shall make the following information publicly accessible through its web site.

- The activities of QIC
- Appeal and complaint process.
- Impartiality Statement

All other information shall be treated as confidential.

### **Obligations of the Client:**

The applicant / client organization shall commit to fulfill continually the requirements of inspection set by QIC.

- (a) When requested the applicant / certified organization shall cooperate with QIC in the fulfillment of the requirements for inspection.
- (b) The applicant / client organization shall provide access to information, documents, records, equipment's & products to be inspected, as necessary, for carrying out inspection.
- (c) The organization shall allow the personnel from the accreditation body (e.g. NABCB) access to their sites and shall provide access to information, documents and records when requested by QIC
- (d) The applicant / certified organization shall pay fees as determined by QIC & agreed by the client

### **2. Obligations of QIC**

- (a) QIC shall make publicly available information about the client. The information shall be updated regularly. The information shall include the following
  - i) Name of the Client and
  - ii) address of the client

### **3.0. GENERAL TERMS AND CONDITION**

**(a) Termination-** The **client** and QIC shall have the right to terminate this agreement at any time giving 30 days of written notice of such termination. The client shall, in case of termination, reimburse to QIC all the dues up to date of termination. QIC, if it so wishes, shall also charge a termination fee to be negotiated at the time of termination and this is in addition to the dues that are payable to QIC. In no case such termination fee shall exceed 15% of the value of the agreement. All reimbursable are payable at the end of said 30 days period.

**(b) Confidentiality-** QIC shall not disclose any information about the client or individual to a third party without the written consent of the client or the individual concerned. If QIC is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided. QIC shall have agreement and declaration with the Inspectors / Office Staff & Empaneled Inspectors, to work in impartial manner and keep confidential all others information's gathered at client's site.

**(c). Force majeure-** Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an act of war, natural disaster, fire, explosion, labor dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.

**(d) Law & disputes-**The agreement for inspection between QIC and client shall be governed by prevailing law in India. Any dispute arising in connection with the agreement, which cannot be settled by private negotiations between the parties, shall be referred to arbitration as per the



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Indian Arbitration Act, subject to DELHI jurisdiction. The decision of the arbitration shall be binding for the both parties.

**(e) Appeals:** Client shall appeal to QIC in respect of the following,

I. Non acceptance of client's application for Inspection

II. Inspection result/ report submitted by the Inspector not acceptable to the client.

QIC shall deal with the appeals according to its procedure and shall be responsible for all decisions at all levels of the appeal handling process.

QIC shall acknowledge the receipt of the appeal and shall provide the client with progress reports and the outcome.

**(f) Complaints:** QIC shall investigate the complaint received about the client to decide what action need to be taken and the same shall be communicated to the client at an appropriate time. The identity of the complainant shall not be disclosed.

**(g) Fees** The fees shall be detailed in the quotation submitted by QIC. Fees are charged on the basis of applicable rates at the time of submission of the quotation. QIC may revise the fee submitted in the quotation during the Inspection period. Clients shall be notified of any change in the fee.

If any special Inspection is performed on the client, QIC shall charge an extra fee for such audits to cover the inspection charges and other administrative costs and this shall be payable within 7 days from the date of invoice.

Cancellation of Inspection shall involve re-imbursement of expenses incurred by QIC, if any.

**(h) Access to the client site :** The client , at the request of QIC, shall permit access to their sites and records for QIC's Inspectors and authorized personnel on behalf of the accreditation body to which QIC is accredited/ going to be accredited.. The same shall be communicated to the client in advance. NABCB assessors need access during witness assessment, which shall be permitted by the client. Also, client shall provide IB's inspectors require safe access to the items being inspected. The client shall ensure the safety of the Inspectors / assessors, in its premises.

**(I) Agreement Period :** This agreement comes to force on and remains in the force until the Inspection job is over and payment is realized, unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

**(j) Liability:** QIC's liability shall be limited to providing Inspection of the client's product and shall not in any way be responsible for the liabilities arising out of the client's products or services.

**(k) Equipment:** Calibrated equipment, with valid NABL/ Equivalent accredited lab , shall be provided by the client , at his site . IB's Inspectors may use their own basic equipment . like Vernier etc. The client shall provide the calibration certificate of the equipment, on demand.

Signed by Authorized Representatives of QIC and the Client Organization

For QIC PROTECH PVT LTD

For the client:

Date:

Date\_\_\_\_\_

Name:

Name:\_\_\_\_\_

Signature:

Signature: \_\_\_\_\_

Designation: Director

Designation: \_\_\_\_\_

Company Seal

Company Seal