



## Inspection agreement FSIS

Ref no.

Date

Client name & address

Kind Attention:

Dear Sir,

Sub: - Quotation acceptance & working agreement for Fire Safety Inspection

Ref: - Filled based on Information received in application

This offer has been prepared based on the duly filled application as referred above.

1. Scheme for which this offer is : Fire Safety Inspection
2. Physical locations to be covered under inspection: As stated in Annexure – 1.
3. Scope to be inspection : As per application
4. Number of inspection man days (based on application) : Refer Annexure-1
5. Charges: Charges will be applicable as per Annexure-1.
6. Goods and Services Tax (GST): GST shall be charged extra as applicable at the time of invoicing. The present rate of GST is 18 % and is applicable on gross invoice value.
7. Validity: This offer is valid for 14 days from the date of this offer and shall be held firm for 45 days, once the order is placed on us.
8. General Terms & Conditions: As per Annexure-2
9. The request for scheduling the dates for inspection to be confirmed to AQMCS, at least fifteen (15) days before the anticipated date along with the 100% payment as advance against Performa invoice as per Annexure-1.
10. All correspondences in future will be addressed only to your address as mentioned in the Application form through email or by post as mentioned in the Application form or subsequently communicated to AQMCS, which shall be deemed as received by the applicant. Any change in the communication address to be communicated to AQMCS.

Thanking you and assuring you of our best services at all times.

Very Truly yours,

For Assure Quality Management Certification Services Private Limited

This is computer generated document, does not require any signature.



ANNEXURE – 1

1. Name of the Applicant:
2. Contact Person:
3. Physical Location(s) for inspection :
4. Inspection mandays Details:

Location / Site Address	Inspection Man Days
Total Man Days	

5. Charges/Fee:

5.1 Inspection:

S.No	Details of service	Charges in Rupees
1	Application, document review, site Inspection & Reporting/certification Fee	
Total Amount		

5.2 Follow up inspection: If required will be charged extra @ ----- per Manday.

To verify if corrective measures have been carried out and are effective

To verify continued compliance to scheme requirements over a period of time.

6. The fees structure is subject to change in case of any changes to the information furnished in the application form or changes noticed by the inspector during the inspection. The applicant agrees for the change in fees as communicated by AQMCS subsequently.

7. Please note your inspection will be scheduled only on receipt of charges as mentioned above in clause 5.1 in advance before requesting the scheduling of the activities. AQMCS will submit digitally signed Proforma Invoice.

8. Digitally signed confirmed invoice for agreed amount along with reimbursable expenses and applicable taxes for gross value will be submitted after completion of inspection

9. Inspection charges or any other applicable charges are payable irrespective of inspection result are non-refundable.

10. All fees are exclusive of travel, Hotel stay, Food Expenses and local conveyance for the inspection team and these should be borne by the applicant or reimbursed to AQMCS by the applicant at actuals. The applicant agrees to pay all AQMCS expenses like inspection team travel, stay etc. as invoiced by AQMCS in connection with any follow up inspection (as applicable) to be conducted by AQMCS.

11. Language: English language shall be used for the purpose of this agreement, inspection and reporting.

Accepted

Name & Signature of Applicant



## ANNEXURE – 2 General Terms and Conditions

### 1.0 GENERAL INFORMATION

#### 1.1 Definitions

Unless otherwise specified the following words and expressions shall have the meanings herein assigned:

"AQMCS" means Assure Quality Management Certification Services Private Limited, its Officials, Employees, and Authorized Representatives, individually or collectively. "Services/ Deliverables" means the works as specified in the contract for the requirement of the Client. "Contract" means the agreed terms and conditions of the Client duly accepted by AQMCS "Client /Applicant" means the agency who has specified his requirement to AQMCS for seeking Services in terms of Contract. "Premises / Locations" means the offices / works / sites specified by the Client and where AQMCS has agreed to provide Services.

"Considerations / Fee" means remuneration or the amounts which would become payable to AQMCS by the Client in exchange of the Services provided.

"Schedule" means the time frame for providing the Services in a phased manner in terms of the Contract.

#### 2.0 SERVICES BY AQMCS

2.1 AQMCS shall provide "Inspection Services" as per details of inspection sites at agreed fee as given in annexure-1 of client agreement. AQMCS reserves the right to decline Services or charge additionally for the Premises that not specified in the client agreement annexure-1.

### 3.0 CONFIDENTIALITY

AQMCS will keep confidential and not use or disclose to any third party any technical information or operating data received from the Client in connection with the Services and tagged as "CONFIDENTIAL" except to the extent as may be required for the purpose of the Services or as required by law. This obligation shall survive for the duration of the Services. This obligation will not apply to any information or operating data that was in AQMCS's possession before its disclosure in connection with the Services, that is or becomes part of the public domain through no fault of AQMCS or that otherwise becomes available to AQMCS from an independent source not under a confidentiality obligation.

All information obtained during the performance of inspection activities. AQMCS shall inform the client, in advance, of the information it intends to place in the public domain. Except for information that the client makes publicly available, or when agreed between the AQMCS and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

When the AQMCS is required by law or authorized by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

Information about the client obtained from sources other than the client (e.g. complainant, regulators) shall be treated as confidential.

#### 4.0 OBLIGATIONS OF CLIENT

4.1 The Client shall ensure that the Premises have established Quality Control System, Trained Personnel supported by requisite Resources, Tools & Tackles and Facilities commensurate with agreed Deliverables.

4.2 always fulfil the inspection requirements as specified in the respective document "Scheme", inspection scheme and process requirements as specified in the document – inspection Process" and the requirements specified in this document as applicable and the changes in them as communicated by the AQMCS, time to time;

4.3 make all necessary arrangements for the conduct of the inspection, including provision for examining documentation and the access to all processes and areas, records, and personnel for the purposes of initial, surveillance, renewal inspection and resolution of complaints as applicable

4.4 make provisions, where applicable, to accommodate the presence of observers (e.g. assessors or trainee inspector/QCI/FSIS observer);

4.5 when the inspection scheme introduces new or revised requirements both in inspection criteria and inspection process requirements that affect the applicants and the certified organizations, the client ensure to implement the changes in its systems, necessitated by these changes.

4.6 client shall inform the FSIS owner/AQMCS/regulatory body during the contract period without delay in the event of any of the following:

4.6.1 change & /or modifications of premises.

4.6.2 Major changes in the internal control measures

4.6.3 Major changes in the system which could have bearing on implementing the requirement as specified in the inspection criteria.

4.7 The Client shall ensure safe working environment, security and safety of AQMCS's personnel at all times during Services provided by AQMCS at various Premises / Locations.

4.8 Upon completion of the Contract the Client shall, within 15 days of such completion, issue completion certificate stating that AQMCS has satisfactorily completed its obligations and AQMCS shall not be liable for any claims whatsoever.

4.9 AQMCS provide the clear information to applicant about status of inspection & deliver the report/ certificate with details on basis of inspection objective evidence. Applicant should not make or permit any misleading subjective statements for different interpretation regarding inspection report/certificate and not use or permit the use of inspection documents/reports or any part thereof in a misleading manner. It also identifies the aspects that would be considered as misleading and unauthorized in accordance with relevant Scheme

Misuse of logo and name

Use of AQMCS, AB & scheme owner mark/logo without written permission of AQMCS is contraventions by the client AQMCS may withdraw its services to client and take legal action accordingly

Communication incomplete information about status of applicant

100% safe & certified

this agreement legally binding of applicant to comply the guidance document requirement of scheme, QCI-NABCB & other AB/scheme owner as applicable

#### 5.0 LIABILITY AND LIMITATION

5.1 AQMCS undertakes to make every effort and to exercise due care and skill in the performance of its agreed Services. In providing such Services AQMCS does not substitute or take up the responsibility of Client, Applicant, Manufacturers, Vendors, Suppliers, Contractors or Owners who notwithstanding its interventions are not released from any of their obligations whatever their nature.

5.2 In case of shortfall of performance of Services for reasons solely attributable to AQMCS, damages may be levied by the Client which shall be limited to a sum not exceeding 10% of the fee paid to AQMCS for the specific Service that was rendered for that particular assignment, activity or part thereof which lead to such action.

5.3 AQMCS shall not, on any account whatsoever, be liable for any consequential damages / loss / expenses arising out of the Services provided to the Client.

5.4 AQMCS shall not be liable or responsible for negligence or otherwise to any person not a party to the Contract. Nothing in these Terms and Conditions creates rights in favor of any person who is not a party to the Contract with AQMCS.

#### 6.0 INDEMNIFICATION

Client undertakes to indemnify AQMCS, AB & Scheme owner against any losses suffered by or claims made against AQMCS, AB & Scheme owner as a result of misuse by the client of any certification status or Logo/symbol granted by AQMCS as a result of any breach by the client the terms of this Agreement

#### 7.0 FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

#### 8.0 ARBITRATION / JURISDICTION

8.1 Parties shall resolve their outstanding issues on mutual consent. In case no agreement is reached such disputes may be taken up at individual Parties' Corporate level for amicably resolving the same.

8.2 If settlement is not reached, the matter may be referred to Arbitration under provision of Arbitration Act, 1996.

8.3 The jurisdiction of the Court shall be at Chandigarh and shall be governed by Indian Laws.

#### 9.0 TERMINATION

9.1 Termination by Client



Client has the right to terminate the Contract. In such event AQMCS is entitled for reimbursement of fee and expenses to the extent of actual Services provided on pro rata basis up to the date of termination. Such payment shall not be withheld by the Client beyond a period of 30 days from the date of termination.

**9.2 Termination by AQMCS**

AQMCS shall have the right to terminate the Contract if any of the following conditions have not been fulfilled (i) Client has failed to specify the Premises under the provisions of the Contract (ii) If adequate facilities are not available at the specified Premises as fit for providing Services by AQMCS (iii) Client has failed to make payments / or failed to reimburse the expenses in time.

**10.0 INVOICING AND PAYMENT**

10.1 All payments shall be released to AQMCS within 15 days of submission of Performa invoice or as per the terms of the Contract. Any deficiency in the invoice shall be communicated to AQMCS within 10 days.

10.2 In case of error / omission / dispute in the invoice, the Client shall pay the undisputed portions of the invoice first. Balance payment shall be released within 7 days of submitting clarifications by AQMCS.

10.3 In case payments are delayed beyond the periods specified in the Contract, AQMCS is entitled for interest charges @ 15% p.a. for the outstanding amount.

10.4 AQMCS reserves the right to withhold issue of certificates / report or withdraw Services in the event of delays in release of payments.

10.5 In case of "fixed price contract" Parties shall mutually agree for a billing schedule to enable release of payment to AQMCS proportionate to the Services provided by AQMCS.

**11.0 APPLICABLE TAX**

The lump sum fee / the man-day rates specified in the Contract are exclusive of Goods and Service Tax (GST). This rate / fee is also exclusive of any new imposition / statutory variations as and when added by the Government.

**12.0 COMPLAIN AND APPEAL**

12.1 AQMCS have documented system to handle complain as received as per AQMCS procedure for complain.

12.2 Appeals against the decision of the inspection team can be made to AQMCS and the final decision on Appeals will be made by AQMCS.

Investigation and decision on appeals shall not result in any discriminatory actions

Name & Signature of Applicant

Note: Any clarification / further information may be contact at [aqmcs@aqmcs.com](mailto:aqmcs@aqmcs.com)