

CIPET	Issue No :	3	Rev. No.:	--	CIPET/QF/7711
	Date:	03.12.2018	Date:	--	
Format for inspection contract					

Document No. CIPET/QF/7711 – Format for Inspection Contract

CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY

(Ministry of Chemicals & Fertilizers, Govt. of India)

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E-mail : pdicipet@gmail.com Website: www.cipet.gov.in

Date: ____/____/____ Date of Inspection: ____/____/____ Fee for

Inspection: ₹ _____

This contract is hereby entered into this date between Central Institute of Plastics Engineering & Technology (CIPET) &

Name of Client(s):

.....

Present Mailing Address(s):

.....

PLEASE NOTE: This is a legally binding contract made by you the CLIENT and by Central Institute of Plastics Engineering & Technology (CIPET) which details the conditions and terms upon which you have engaged Central Institute of Plastics Engineering & Technology (CIPET) to perform an inspection of ISI markedlocated at:

(Inspection

Address).....

Witnesseth: In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. SCOPE OF SERVICE:

This sample inspection service does not provide any insurance policy of any kind for any defects / deficiencies that may be present that may arise in the future.

This inspection is primarily, finish and general length, marking, workmanship, actual quantity, colour assessment, hand feel, design and construction, dimension measurement, weight, packaging, labelling and marks, odour, basic function test – acceptance and routine test and strictly adhering to all relevant standards and specification for testing as well as sampling.

2. STANDARDS OF INSPECTION:

As per IS (With the latest amendment) excluding long term test. In case of long term test the Inspection team will ensure that the test report will be available with the manufacturer with the valid date conducted by raw material suppliers / CIPET laboratories or any other accredited labs.

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3. PAYMENT:

Payment in full is due upon initiation of the inspection. No written report will be issued until full payment is received. (In case of Government the policy may vary time-to-time)

4. CONFIDENTIALITY:

The content of report is confidential and shall not be disclosed to any other party without express approval and authorization. Neither the contents of the inspection report nor any representations made herein are assignable without the express written consent of CIPET.

5. EXCLUSIONS AND LIMITATIONS:

Acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, certain tests within the scope of relevant IS specification for a longer duration comes under acceptance test and may be included or excluded with the convenience of IB after approval from the client.

As only the acceptance test are carried out to declare conformity to the specification for accepting the lot. Long term test and other test as per specification are verified through documentary evidence in terms of accredited laboratory reports. In rare case like solvent cements all test are under the acceptance clause the deviation of omitting the test from the specification can be written in the contract and mutually agreed between both parties.

The conformity of the standards shall be declared only when all tests as per relevant specifications are confirmed otherwise the conformity will be given only to the test conducted at the inspection site and the same will be declared.

6. ARBITRATION CLAUSE:

If the Client feels that the inspection process was done negligently or any other claim related to PDI, the Client is expected to immediately communicate this in writing to PDI Cell, CIPET Head Office. Such notification must occur within 48 hours from the date of completion of inspection.

7. NOTIFICATION OF CLAIMS CLAUSE:

In the event that a claim ensues from the inspection, PDI Cell, CIPET Head Office and its agents require the following:

1. Written notification of any adverse conditions must be made within fourteen (14) days of discovery of said condition;
2. PDI Cell and its agents shall have the right to inspect said conditions again to ensure within a reasonable period of time;

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8. LIMIT AND EXTEND OF LIABILITY:

The Client understands that this inspection is the standard sampling inspection only. The Client agrees and understands that the maximum liability incurred by the inspector(s) / PDI Cell is limited to the amount collected as inspection fee ____%of the total purchase value) from the client.

9. ATTORNEY’S FEES:

Client further understands and agrees that if Client fails to pay the agreed upon fee for the inspection or if Client makes any claim against the inspector(s) /PDI Cell and Client fails to prove such claims, Client will pay all reasonable attorney’s fees, arbitrator’s fees, legal expenses and costs incurred by the inspector(s) / PDI Cell, CIPET Head Office in either the collection of the fee for the inspection or in defence of the claim.

10. INDEMNITY AGREEMENT:

The Client agrees to indemnify, fully protect, defend, and hold the inspector(s) / PDI Cell, CIPET Head Office harmless from and against any and all claims, costs, liens, loss, damages, attorney’s fees and expenses of every kind and nature that may be sustained by or made by other parties against the inspector(s) / PDI Cell as a result of or arising from the inspection.

11. ACKNOWLEDGMENT:

The inspection is performed for the sole, confidential, and exclusive use of the consignee.

12. WHOLE AGREEMENT:

This contract represents the entire agreement between PDI Cell and the Client. The Client acknowledges that they have read and understand the scope and limitations of this inspection or have renegotiated them herein in writing to Client’s satisfaction and, on that basis, agree to all of the terms, limitations, and exclusions contained herein.

GENERAL CONDITIONS

1. To ensure that adequate instructions are given in due time to IB in order to facilitate proper performance of the requested inspection services;
2. Except for generally available documents such as codes and standards, to provide either directly or through his suppliers, with all documents necessary for performance of the requested inspection service;
3. To provide IB with all information and particulars concerning the use or purpose of the items in relation to which PDI Cell services are to be provided;
4. To advise IB of the date on which services are to commence, or be resumed in case of suspension, and also of essential dates affecting the item(s) for which its inspection services have been requested;

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5. To provide IB's agents and representatives with all necessary transportation facilities and access to premises including the laboratory facilities where the inspection services are to be carried out, as well as all material means needed for performance of its inspection services.
6. To ensure that all necessary measures are taken to ensure safety and security of working conditions on-site during performance of the requested services;
7. To provide all manipulations or handling needed for performance of inspection services
8. To take all necessary steps to eliminate or remedy any obstructions to or interruptions in performance of the requested inspection services;
9. Fully exercise all his rights and discharge his liabilities under the contract in connection whereof the inspection services have been requested,
10. Failing which PDI Cell (IB) shall be under no obligation to the Principal.

I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS.

(Signer represents actual authority to sign for all concerned parties.)

CLIENT SIGNATURE _____ Date: ____/____/____

CLIENT SIGNATURE _____ Date: ____/____/____

Your report is confidential. If you wish to authorize us to reveal inspection findings to others (when requested) please include authorized persons below.

Name / Affiliation:

.....
