



## Geotek Global Certification Pvt. Ltd.

Office No. 102, Raj Legacy, Near Bramhand Phase 5, Off. GB Road,  
Thane (West), Pin 400 607, Maharashtra, India  
Website : [www.geotek.co.in](http://www.geotek.co.in) , e mail : [info@geotek.co.in](mailto:info@geotek.co.in)

### Commercial Terms and Conditions Proposal For ISO 9001:2015 QMS Certification

#### Customer Business Details

<b>Customer Name</b>	<b>:</b>	<b>ABC India Pvt. Ltd.</b>		
Office Address	:	Off. No. 1, 2 <sup>nd</sup> Lane, Amar Market, Mumbai 14, Maharashtra, India		
Main Contact	:	Mr. Kumar S.P.	2 <sup>nd</sup> Contact	: Mr. Kumar A.P.
Phone Nos.	:	+ 91 77059 96611	Mobile No.	: +91 82351 16418
Proposal No.	:	GGCPL.1819.IN.021.ABC	Proposal Date	: 01/04/2018 Rev. 0
Registration Standard	:	ISO 9001:2015	Pin No.	: 400014
Certification Scope	:	<b><i>"Design, Manufacture and Supply of Plastic Injection Moulds"</i></b>		
Registration Category	:	Certification	Nos. Of Sites	: 1 No.
Accreditation	:	International Management Accreditation Board ( <a href="http://www.imacb.com">www.imacb.com</a> )		

#### Schedule A For Fees (In Indian Rupees)

Service Description	Year 1	1 <sup>st</sup> 12 Monthly	2 <sup>nd</sup> 24 Monthly
Registration Fee (Include Manual Review)	INR 10,000/-	-	-
Final Stage I + Stage II + Certificates Issue	INR 20,000/-	-	-
Surveillance Audit (12 Monthly)	-	INR 10,000/-	INR 10,000/-
Grand Total For 3 Years (INR)	INR 50,000/- + GST @ prevailing rate		
Other expenses during local audit	Train tickets, Local pick up & drop arrangement from / to nearest station or actual re-imburement		



## Geotek Global Certification Pvt. Ltd.

Office No. 102, Raj Legacy, Near Bramhand Phase 5, Off. GB Road,  
Thane (West), Pin 400 607, Maharashtra, India  
Website : [www.geotek.co.in](http://www.geotek.co.in) , e mail : [info@geotek.co.in](mailto:info@geotek.co.in)

### 1. Agreement

This service specification forms the extent of agreement between **Geotek Global Certification Pvt. Ltd.**, and **ABC India Pvt. Ltd.** for the provision of Management Systems Assessment and Certification services. The agreement is valid when signed by both parties or by their representative below. Changes in this agreement considered to be valid when agreed mutually and signed.

Either party, by sending 30 days written notice to the other party may terminate the agreement. Any outstanding fees and charges shall remain payable after termination of the agreement. Original accredited certificates issued to the customer (i.e. receiver party) remain property of **Geotek Global Certification Pvt. Ltd.** and customer agrees to return it when asked.

### 2. Services

**Geotek Global Certification Pvt. Ltd.** shall carry out the following activities relating to the Client's Management System:

#### Stage 1 Audit

The documentation, which constitutes the Client's Management System, is examined to establish general adequacy for compliance to the assessment criteria (standards) and assess overall preparedness for the Stage 2 Audit.

#### Assessment Planning

A programme identifying the logistics of the assessment, including sites and areas to be visited and approximate timing, is prepared and issued to the Client prior to audit for acceptance.

#### Stage 2 Audit

A comprehensive assessment of the Client's Management System is undertaken to evaluate the implementation, including effectiveness, of the client's management system and detailed 'Non-compliance' notes raised where appropriate. These notes are called Corrective Action Requests (CAR's) within the Scheme. A summary report is also issued which includes a recommendation regarding the approval status at that time. **Geotek Global Certification Pvt. Ltd.** also assesses client's mechanism for notifying customers when product is produced or service is provided outside the certification scope.

#### Grading of CAR's

CAR's shall be graded as follows:

**Major CAR** is either:

- i. Failure to fulfill one or more requirements of the management system standard. A number of minor non-conformities against a requirement can represent a total breakdown of the system for this is considered a major non-conformity, or
- ii. a situation that raises significant doubt about the ability of the client management system to achieve its intended outputs, or
- iii. any non-compliance that would result in the probable shipment of a non-conforming product. Conditions that may result in the failure or materially reduce the usability of the products or services for their intended purpose.

Intentional misuse of Certificates or Marks or failure to meet other contractual requirements will be grounds for a major CAR.

**Minor CAR** is a non-compliance against the relevant standard that judgment and experience indicate is not likely to result in the failure of the management system or reduce its ability to assure controlled process or products. It may be either :

- i) a single observed lapse in following one item of the organization's management system; or
- ii) a failure of some part of the documented quality system relative to relevant standard. Grading shall be applied to all instances where any part of the system does not fully comply with the criteria, yet the deficiency does not constitute a Major grading.

One or more Major CAR's at any time will delay or suspend approval until adequate corrective action is taken by the client and verified by **Geotek Global Certification Pvt. Ltd.**

#### Approval & Certification

Following assessment and authorization of approval by **Geotek Global Certification Pvt. Ltd.** a 'Certificate Of Registration' shall be issued. Such certificates shall have a validity period of three years. The Client's details shall be entered into the **Geotek Global Certification Pvt. Ltd.** 'Directory of Certified Clients'. Continued approval and certification beyond that period shall be subject to the compliance with the requirements identified in this agreement.



## Geotek Global Certification Pvt. Ltd.

Office No. 102, Raj Legacy, Near Bramhand Phase 5, Off. GB Road,  
Thane (West), Pin 400 607, Maharashtra, India  
Website : [www.geotek.co.in](http://www.geotek.co.in) , e mail : [info@geotek.co.in](mailto:info@geotek.co.in)

### Surveillance Audits

The Client's Management System *is audited at least once a year* to ensure that the approval remains valid, and that any changes to the System are examined for compliance with the assessment criteria. The date of the first surveillance audit following initial certification shall not be more than 12 months from the last day of the Stage 2 Audit.

### Corrective Action Visit

These visits may be required (prior to the next scheduled visit) to verify corrective actions in the event, that Major CAR's are raised during the Assessment or Surveillance Audits.

### Suspension and Withdrawal

After Certification, any time that a Major CAR is raised, 'Approval' is immediately suspended until that CAR is closed or downgraded (to Minor). During suspension the client may not be permitted to advertise that they are certified. If the CAR cannot be downgraded or closed within three months, 'Approval' shall be withdrawn and the 'Certificate of Registration' surrendered to **Geotek Global Certification Pvt. Ltd.** Reinstatement of 'Registration' after withdrawal shall require at least a partial assessment of relevant parts of the System (at **Geotek Global Certification Pvt. Ltd.** discretion).

Other possible reasons for suspension and / or withdrawal may include a request by the client, cessation by the client to undertake the activities in the scope. It may be as a result of analysis of a complaint or other information. A client failing to meet contractual obligations (as identified in this Service Specification & Agreement) to **Geotek Global Certification Pvt. Ltd.** or failure to meet requirements arising from changes to the Scheme as notified by **Geotek Global Certification Pvt. Ltd.** within a reasonable time can also be reasons.

### Triennial Recertification Audit

Upon the expiration of the 'Certificate Of Registration', **Geotek Global Certification Pvt. Ltd.** shall undertake a 'Triennial Recertification Audit' of the Client's Management System. The Triennial Recertification shall be conducted upon the same basis as the initial assessment as described herein. Upon successful Recertification **Geotek Global Certification Pvt. Ltd.** shall issue a further Certificate Of Registration.

Costing for the Triennial Recertification shall be agreed between the Client and **Geotek Global Certification Pvt. Ltd.**, two months prior to audit date. As per our policy, we are committed to offer minimum 10 % discount on previous quotation.

## **3. Client's Undertakings**

The Client agrees to :

- a) comply with certification requirements,
- b) comply with the **Geotek Global Certification Pvt. Ltd.** requirements as stated in this agreement and with documented procedures and instructions as issued to the Client by **Geotek Global Certification Pvt. Ltd.** from time to time in relation to the Clients Certification.
- c) make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints,
- d) make provisions, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors),
- e) audit at all the sites (on sampling basis) covered by the scope of the certification,
- f) inform **Geotek Global Certification Pvt. Ltd.**, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of applicable ISO standard. These may include changes related to: (i) legal, commercial, organizational, and ownership status, (ii) key managerial and organizational setup, (iii) contact address and sites, (iv) certified scope, and (v) major changes to the certified management system/processes,
- g) allow **Geotek Global Certification Pvt. Ltd.** to conduct special audits on short notice (i) to investigate complaints received about the certified client, or (ii) in response to informed changes, or (iii) as follow up on suspension,
- h) use the **Geotek Global Certification Pvt. Ltd.** - Mark in accordance with stated guideline issued with the certificate,
- i) refrains from further promotion of its certification, when system is under suspension,
- j) allow **Geotek Global Certification Pvt. Ltd.**, to reduce scope of certification, when client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification,
- k) allow **Geotek Global Certification Pvt. Ltd.**, make the suspended, scope reduction or withdrawal status of the clients certification, publicly accessible (through the use of official website i.e. [www.geotek.co.in](http://www.geotek.co.in)) and take any other measures if deems appropriate to prevent misuse of certification,
- l) discontinue use of all advertising matter that contains any reference to a certified status and return original 'Certificate Of Registration' on receipt of withdrawal of certification notice from **Geotek Global Certification Pvt. Ltd.**,
- m) agrees to pay all fees and charges relating to the services in accordance with the terms of this agreement, and
- n) indemnify **Geotek Global Certification Pvt. Ltd.** against any losses as a result of the Client misuse of any approval or license granted by **Geotek Global Certification Pvt. Ltd.** under this agreement.



## Geotek Global Certification Pvt. Ltd.

Office No. 102, Raj Legacy, Near Bramhand Phase 5, Off. GB Road,  
Thane (West), Pin 400 607, Maharashtra, India  
Website : [www.geotek.co.in](http://www.geotek.co.in) , e mail : [info@geotek.co.in](mailto:info@geotek.co.in)

#### 4. Personnel

**Geotek Global Certification Pvt. Ltd.** shall provide adequate and appropriately qualified staff from its own resources or approved sub-contractors for carrying out certification activities.

#### 5. Disclaimer

Except as set out herein neither **Geotek Global Certification Pvt. Ltd.** nor any of its officers, employees or agents shall be held responsible for any loss, damage or expense whatever sustained by any person or client due to any act of omission or error of whatsoever nature and howsoever method.

Nevertheless, if any person who is a party to this agreement uses the services of **Geotek Global Certification Pvt. Ltd.** or relies on any information, review, audit, certification or advice given by or on behalf of **Geotek Global Certification Pvt. Ltd.** suffers loss, damage or expense thereby which is proved to have been due to any negligent act of omission or error by **Geotek Global Certification Pvt. Ltd.** auditors, employees or agents or any negligent inaccuracy in any information, review, audit, certification or advice given by or on behalf of **Geotek Global Certification Pvt. Ltd.** then **Geotek Global Certification Pvt. Ltd.** will pay compensation for such proved loss up to but not exceeding the amount of the fee (if any) charged by **Geotek Global Certification Pvt. Ltd.** for that particular service information or advice.

#### 6. Complaints And Appeals

If certified client is not satisfied with the certification services being provided by **Geotek Global Certification Pvt. Ltd.**, they are encouraged to put a formal complaint to **Geotek Global Certification Pvt. Ltd.** Also, if certified client is not satisfied with the decision made by **Geotek Global Certification Pvt. Ltd.** related to suspension, withdrawal etc., they are free to appeal against such decision to **Geotek Global Certification Pvt. Ltd.** Impartiality Committee.

'Appeals And Complaint Handling Process' of **Geotek Global Certification Pvt. Ltd.** is publicly accessible from its official website [www.geotek.co.in](http://www.geotek.co.in). **Geotek Global Certification Pvt. Ltd.** shall make the 'Appeal And Complaint Handling Process' available to certified client upon request.

#### 7. Confidentiality

All people working for (or observing) **Geotek Global Certification Pvt. Ltd.** are required to sign a declaration to ensure that the details of client's business are treated with the strictest confidence. No information will be divulged to any third party without the written permission of that client or except for the purpose of Accreditation assessments (by organizations such as IMAB) or where **Geotek Global Certification Pvt. Ltd.** is required by law to release confidential information to a third party, you shall, unless regulated by law, be notified in advance of the information provided. **Geotek Global Certification Pvt. Ltd.** will inform you if any confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme).

#### 8. Applicability

This agreement applies to the details stated in Proposal with client information. For a client with multiple sites, details of all the client sites covered by the scope of certification are included in proposal.

**Geotek Global Certification Pvt. Ltd.** reserves the right to amend this quotation if, in the view of **Geotek Global Certification Pvt. Ltd.**, the organization changes significantly prior to the date of any assessment. The Fee quoted in this 'Service Specification & Agreement' is valid till thirty (30) days from the date of signing by **Geotek Global Certification Pvt. Ltd.**

#### 9. Fees, Terms And Conditions

**Geotek Global Certification Pvt. Ltd.** fees and conditions are further detailed in **Schedule A**.

**Geotek Global Certification Pvt. Ltd.** shall release invoice for the Certificate Issue (Rs. 30,000) on receipt of a signed agreement, and for all other services prior to conducting those visits. Application fees are non-refundable.

The Client shall pay all fees and charges due under this agreement to **Geotek Global Certification Pvt. Ltd.** within seven (7) days of the date of invoice. In case payment against **Initial Certification Audit or recertification audit is delayed by more than 21 days (from the last date of Stage 2 Audit), client shall be liable to pay Fee for the 1<sup>st</sup> Surveillance Audit, in advance, to get the 'Certificate Of Registration'.**

Should an audit be of either a longer or shorter duration to that quoted then the Client shall be charged for the actual audit time based upon a four (4) hour minimum auditor day rate with each subsequent hour being charged on a pro rata basis. Fees charged shall be based on the auditor-day rate current at the time of the visit. **Geotek Global Certification Pvt. Ltd.** shall notify the Client of all changes to fees.



## Geotek Global Certification Pvt. Ltd.

Office No. 102, Raj Legacy, Near Bramhand Phase 5, Off. GB Road,  
Thane (West), Pin 400 607, Maharashtra, India  
Website : [www.geotek.co.in](http://www.geotek.co.in) , e mail : [info@geotek.co.in](mailto:info@geotek.co.in)

### **10. Cancellation Or Postponement**

If a planned visit is cancelled within One (1) week of the scheduled date, **Geotek Global Certification Pvt. Ltd.** reserves the right to charge up to 100% of the relevant fee for the intended visit. **Geotek Global Certification Pvt. Ltd.** will make every effort to minimize cancellation or postponement charges by the re-allocation of resources however, such re-allocation cannot be guaranteed.

### **11. Legal Action**

Party No. 1 & 2 agreed that if any dispute arises between them, they will settle the matter amicably or get the shelter of the court of law for which we have no objection and the place of suing the case in court will be at Thane (Maharashtra) only and no other place will be considered for the same.

### **12. Intellectual property**

Geotek Global Certification Pvt. Ltd. reserves the right to publish screenshot with customer name on the internet or printed matter for advertising purpose.

### **13. Acceptance Of Proposal**

We accept commercial offer no. **GGCS.1819.IN.021.ABC** dated **01/04/2018 Rev.0** submitted by **Geotek Global Certification Pvt. Ltd.**

#### **Proposal Acceptance Details**

Customer Name : **ABC India Pvt. Ltd.**

Representative : Mr. Kumar S.P.

Position : Director

Signature & Stamp :

Yours truly,

K.U. Mehra  
**Chief Executive Officer**  
Geotek Global Certification Pvt. Ltd.