

BSCIC CERTIFICATIONS PRIVATE LIMITED

CONTRACT TERMS & SCHEME FOR REGISTRATION

1. INTRODUCTION

In today's fiercely competitive and Regulatory environment it has become imperative for companies over a wide range of manufacturing and service sectors to provide assurance of their Management System(s).

International Management Systems standards/Specification stipulate the minimum requirements for a documented management system(s) to be established and a Certificate of Compliance to these standards has now become an international / National criteria of assessing a company's credibility and capability to consistently assure good standards to enhance the customer satisfaction & achieving continual improvement.

2. PURPOSE

The purpose of this description of the BSCIC Certifications Pvt. Ltd. (**Hereinafter referred to as BSCIC**) Management System(s) Certification Scheme is to provide relevant information regarding BSCIC Certifications Pvt. Ltd. services for conducting an impartial and competent assessment of a company's management system for issue and maintenance of certification to the applicable standards/Specification.

3. SCOPE

The certification scheme operated by BSCIC Certifications Pvt. Ltd. is a third party system certification scheme with an objective of giving recognition to companies who have effectively implemented and operated a verifiable documented system. It covers the following scope:

- Preliminary meeting to established scope of registration and the applicable standard for assessment (this might be a Sales visit or tele conversation)
- Conduct of independent assessments for certification/ registration
- Issue of certification
- Surveillance visits for verification of conformance of management systems to certification standard
- Supplementary/ Re-assessments (required where major non conformities have been identified or major changes in the organization or its system have been identified/ notified).

4. REGISTRATION PROCEDURE

- **Enquiry and Fee offer:** Upon receipt of an enquiry, the **Form B001** Company Profile Questionnaire is required to be completed by the applicant company. **This form on Page 2 includes declaration of number of sites and people work at these sites (if applicable).** Based upon the information provided, a detailed offer is submitted for client's consideration and acceptance.

The information mentioned in B001- Company Profile Questionnaire' with respect to the presence / absence of a consultant and contact details of the consultant if applicable should be true and if found untrue and jeopardizing the impartiality and affecting the impartiality and objectivity of management system certification, the certification issued shall stand suspended/ withdrawn.

- **Application:** Upon confirmation of acceptance of BSCIC Certifications Pvt. Ltd. fee offer and the receipt of client's application together with the application fee, the process of certification commences with scheduling of audits on mutually agreeable dates.

5. AUDIT PROCESS

- **PROGRESS REVIEW ASSESSMENT (DOCUMENTATION AND READINESS REVIEW)**

Preferably an onsite review **at the main site** (unless otherwise limited by logistics) of the client's management systems documentation is conducted to verify that the requirements of the **applicable** management standard are satisfactory. **The readiness is also reviewed for the registration Assessment as to whether in a stipulated time frame whether the assessment may be conducted. Such readiness includes a brief understanding on Internal Audit & management Review processes and their status.** A report is issued listing any non-conformity against which corrective actions are required to be taken as per a corrective action plan to be submitted. The progress implementation of the management system is also assessed to agree on a tentative schedule for Registration Assessment.

BSCIC expects its clients to implement their Management System at least for 4 months prior to an onsite Registration Assessment which need to be confirmed at this stage.

EMS, OHSAS, ISMS, MD-QMS Progress Review Assessments include a detailed EMS Questionnaire, OHS Questionnaire, ISMS Questionnaire & MD-QMS Questionnaire to be filled in during this assessment.

- **PRE-ASSESSMENT (TRIAL AUDIT)**

Is a macro level verification of the operating of management system to provide assurance of the compliance with the requirements and to identify any non-conformances which are reported for necessary corrective actions being taken before

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the **Stage 2** Registration Assessment. This Pre-assessment is conducted in conjunction with PRA stage 1 as above in case of such Tenders where it is a specific requirement. Such Pre assessment is considered a part of STAGE 1 PRA process and reported accordingly using a common PRA+PA (Tender) Reporting Templates. The outcome recommendations from such a combination assessment affect the timescale planning for the Stage 2 Registration Assessment.

- **REGISTRATION ASSESSMENT:**

Following the progress review assessment (**not later than 6 months**) and/ or pre-assessment, BSCIC Certifications Pvt. Ltd. will conduct a full scale Registration Assessment **either at all sites or sampled (as the cases may be)** to assess conformity with the requirements of the applicable standard. **This will include a thorough effectiveness assessment of Internal Audit, Management review, Corrective Action & Preventive Action Processes.** A report categorizing any non-conformities or weakness in the implementation of the documented systems is issued.

- **CORRECTIVE ACTIONS AND FOLLOW-UP**

The company is required to submit a corrective action plan and **where required objective evidences** addressing the non-conformities within a given time frame. For Minor non-conformities, the assessment report includes a request for Corrective Action Plan in order to eliminate the cause of the non-conformities. Corrective actions against all major non-conformities required to be verified during a Supplementary Assessment evidence of effective implementation, prior to confirmation of certification. Observations are also recorded relating to various elements of the management system but do nevertheless indicate a problem, which may need correction.

(BSCIC Certifications Pvt. Ltd. requires it's applicant organization to make all necessary arrangements for the conduct of the assessment, including provision for examining documentation and the access to all areas, records (including internal audit reports) and personnel for the purposes of assessment, surveillance, reassessment and resolution of complaints).

In case there are any Management Systems record that cannot be made available to the audit team by the client due to reasons of confidentiality, BSCIC Audit team verifies if the client's MS can be audited without these record, and inform the client of their ability OR inability to conduct the Progress Review/ Registration Assessment unless adequate arrangements for accessing the record are made.

- **REVIEW OF RECOMMENDATIONS**

Assessors are only recommending authorities. These recommendations are impartially verified through Review of Assessment Report Pack & for successful cases of Certification Decision.

6. CERTIFICATION DECISIONS

- **An Impartial Competent Certification Reviewer / Panel (if required) independently reviews the recommendations and if found satisfactory issue Certification Decision to Chief Executive for the Grant of the Certification/Registration.**
- **Certification/registration shall not be granted until there is sufficient evidence to demonstrate that in addition the arrangements for management review and internal audits have been effective and maintained.. The reviewer makes the comments specific about this in Certification Decision check sheet.**

7. ISSUE OF CERTIFICATE

Upon completion of the review of all audit documentation and corrective action plan being accepted, BSCIC Certifications Pvt. Ltd. will issue the Certificate of Registration/ Compliance of the company. **This will be subject to the due payments against the invoice(s) issued to the client are cleared by the client to BSCIC.**

8. VALIDITY AND RENEWAL OF CERTIFICATES

Certificates issued by BSCIC Certifications Pvt. Ltd. remain valid for a period of three years from the **date of Registration Assessment/ Re-Assessment** subject to satisfactory conformance with the certification standards as verified during periodic surveillance visits, the Certificates **will be considered continued** without a renewal fee unless a re-certification audit is specially warranted in which case an appropriate fee will be charged. **A client or any interested party may check the validity of the certificates on our website www.bscicc.com under Registration Status.**

9. INFORMATION ON THE CERTIFICATION ACTIVITY AND REQUIREMENTS

A detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification;

10. SURVEILLANCE ASSESSMENT

All certified companies will be subjected to a minimum of one surveillance audit annually with the first surveillance visit being scheduled on a suitable date, twelve months from the date of registration assessment respectively for annual scheme 12 months thereafter and 2 months in advance in case of reassessments. Organization **selects Annual** scheme at the time of Contract Review with

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BSCIC.

BSCIC shall inform the registered client 2 months in advance for scheduling the Surveillance Assessment. BSCIC requires that such audit dates need to be confirmed at least 15 days prior to the confirmed date of the surveillance or re assessment. Any cancellations done during last seven days of the confirmed date shall be charged the full assessment day rate as per the signed contract between the Registered organisation and BSCIC.

BSCIC sends B001 C Annual Update of Company Profile for any other change in address, contact person, employee, shifts, and any other product the organisation is manufacturing/ providing service in existing product and scope. BSCIC schedules the visit(s) on a specified date informs the Client in advance and confirms through the Assessor Allocation / Intimation letter / mail. In case if the date is not agreed till 7 days before the due date (365 days from Stage 2 Registration Assessment) ,a caution indicating a suspension warning is released. In case if the due date is approached and the Surveillance Audit date is still not agreed or not responded from client , then on the next date or with in 7 days after the due date the Client's Registration is Suspended with intimation to suspend the use of Registration Status. Suspension period is for 6 months. First 3 months the suspension may be lifted with a successful Normal Surveillance and Later 3 months through a Re assessment with increased days. In case if the attempts failed to conduct the Surveillance/ Re- Assessment with in Suspension period, the Registration is withdrawn. Client is notified of the all communications time to time. A fresh certification cycle may be started if any Full Re assessment is done prematurely based on circumstances.

11. SUPPLEMENTARY ASSESSMENT

A Supplementary Assessment visit may require to be made to the company's premises in the following circumstances:

- BSCIC Certifications Pvt. Ltd. has reason to believe that the documented management systems are inadequately maintained with major deficiencies in operation.
- Upon intimation by the certified company, of any significant change in the certified documented management system.
- As a result of a complaint, by any party, any adverse publicity or contravention of the conditions of certification or other information received.
- **Where more than 6 months have elapsed between Progress Review Assessment and Registration Assessment.**
- **Where any Conflict of Interests or Impartiality have been found jeopardized.**

The supplementary assessment visit will be undertaken after due notice has been given and details agreed between BSCIC Certifications Pvt. Ltd. and the certified company. A separate fee will be chargeable for a Supplementary Assessment.

12. EXTENSION OF SCOPE OF MANAGEMENT SYSTEM

Client (i.e. Registered) may request BSCIC if they wish to Extend the Scope of their Management System for Registration. A written request is required to be submitted well in advance for BSCIC to review the request, apply post contract review and commission an assessment. Extension of Scope is Chargeable and the fee scale is first agreed with the client. The Assessment visit can be of two types:

(i) Thru a Special Audit or (2) thru the upcoming Surveillance or Reassessment. The same process applies further as explained above from Registration Assessment to Issue of Certificate. The Obsolete Certificate is taken back by BSCIC. Further Surveillance/Re-Assessments of the Extended Scope is conducted as per the redefined assessor days allocation.

13. REDUCTION OF SCOPE OF MANAGEMENT SYSTEM

Reduction in Registered Client's Scope may be required if BSCIC thru any information or thru submitted facts or thru any of its assessments come to know about that any of its Registered Scope activity has been deleted or stopped by the Registered Client. Such a reduction may be proposed right in the Surveillance Assessment Report and upon review of recommendations the Scope may be revised. In such the Registered client is liable to Return its Obsolete certificate and pay the applicable certification fees to collect its revised certificate of correct and current activity related scope of the management system.

14. MAINTENANCE OF CERTIFICATION / REGISTRATION

Certification / Registration remain valid in case of:

- Maintaining an effective Management System
- All Surveillance / Re assessments getting conducted as per schedule & Certificate used appropriately.
- All corrective actions getting resolved in case of a major Non conformity or Complaint in stipulated time frame and to the satisfaction of the Lead assessor/ Assessor.
- Any major change in the organization/MS is handled satisfactorily and promptly communicated to BSCIC
- All the fee payable has been paid to BSCIC in time.

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- A valid use of BSCIC Logo/ Accreditation Mark as applicable.
- If applicable, a BSCIC requirement of a Witness Audit is considered.

15. NOTICE OF CHANGES BY A CLIENT

To ensure that the certified client informs the BSCIC, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include, changes relating to:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- contact address and sites,
- scope of operations under the certified management system, and
- Major changes to the management system and processes.
- Fatal incidents, serious injuries and occupational disease w.r.t. OHS
- Legal action by a regulatory authority
- Management system related findings by third-parties

BSCIC will take action as appropriate.

16. SUSPENSION OR WITHDRAWAL (CANCELLATION) OF CERTIFICATION

Any certificate issued by BSCIC Certifications Pvt. Ltd. may be **suspended and subsequently withdrawn (based on severity of breach and a resolution period of max. 3 months)** in the event of any of following defaults by a certificate holder.

- If a surveillance assessment is not arranged within due date in response to notice issued by BSCIC Certifications Pvt. Ltd as per Surveillance Assessment conditions stipulated above.
- Major lack of effective implementation corrective actions within agreed time limits in respect of non-conformities identified during Surveillance Assessment.
- Failure to pay appropriate fees.
- In default of return of certificate company will charge/Recovered **Rs. 100000/- (Or Equivalent)** as penalty amount from the customer company from the receipt of the withdrawal notice of certificate issued by the BSCIC company. The company will receive the penalty amount mentioned as above from the customer/ customer copy by legal ways.
- Continued misuse of Accreditation mark / logo e.g. misleading publications, advertisement or contravention of the stipulated conditions for the use of **Accreditation** mark/ **BSCIC** logo.
- Major changes in the organization leading to the breakdown of relevant management system as per application standard.
- **Any Proven Conflict of Interests become known to the Management of BSCIC Certifications Pvt. Ltd. in due course after the release of Registration in such a way that Impartiality to the certification recommendation had been compromised and the Registered organisation declines the BSCIC request to undergo an additional Re Assessment.**

Under suspension, the client's management system certification is temporarily invalid. BSCIC requires that in case of suspension the client refrains from further promotion of its certification. BSCIC shall make the suspended status of the certification publicly accessible and shall take any other measures it deems appropriate.

All the certificates issued by BSCIC are the property of BSCIC and upon Withdrawal the organization is liable to return all original and copied sets to BSCIC in the event of any of above defaults.

Upon Withdrawal the Client shall discontinue its use of all advertising matter that contains any reference to a certified status. The withdrawal shall be informed to public through its web site or by other suitable means.

17. AVAILABILITY OF BSCIC DOCUMENTS OR INFORMATION

As a valued customer you have right to following information about BSCIC, which may be asked in writing to Chief Executive of BSCIC with an explanation on objective of the information being sought:

- information about the authority under which it operates
- A description of the means by which it obtains financial support and general information on the fees charged to applicants and certified/registered organizations.
- A description of the rights and duties of applicants and certified/registered organizations, including requirements, restrictions or limitations on the use of its logo and on the ways of referring to the certification/registration granted.
- To know the accreditation status of BSCIC please visit our website www.bsc-icc.com

18. APPEALS/ COMPLAINTS

BSCIC Certifications Pvt. Ltd. accredited certification scheme endeavors to provide a prompt, competent and impartial service to its clients. In case, an applicant, a certified company or any other interested party wishes to make a complaint in respect of the operation of BSCIC Certifications Pvt. Ltd. certification scheme or appeal against a decision of the BSCIC Certifications Pvt. Ltd. which is considered to be unfair and prejudicial to the interests of the complaint BSCIC Certifications Pvt. Ltd. will consider the complaint or

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appeal in accordance with Section 2.4 of the BSCIC Certifications Pvt. Ltd. Apex Manual, **Procedures PM 016 for Appeal and PM018/029 for Complaints**. Copy of these procedures is available on our website www.bsc-icc.com/downloads.

19. ACCESS TO RECORDS OF COMPLAINTS TO ORGANISATIONS AND ACCREDITATION BODY WITNESS VISITS

BSCIC Certifications Pvt. Ltd. Requires each organisation whose management system is certified/registered to make available, when requested, the record of all complaints and corrective action taken in accordance with the requirements of the management system standards or other normative documents. **Selection of a client for Witness Assessment is a right of BSCIC. Where required by the Accreditation Body, the BSCIC shall require from you for the acceptance in bringing the Auditors from its Accreditation Body. Such Auditors however do not audit the applicant / registered client directly and their scope is limited to observe the performance of the BSCIC Assessment Personnel.**

20. BSCIC VALIDATION VISIT:

Where any case of Conflict Of Interest been compromised becomes known after the Assessment is delivered or certificate is issued , the CE of BSCIC reserves the right to appoint himself or delegate a Manager to conduct a special assessment of Min. half day to ensure that the recommendations of the assessor were sound. And as a correction the concerned client shall be notified by CE of BSCIC in writing that the Conflict Of Interest of the assessor was not established and BSCIC will conduct a special assessment or if needed a Re assessment in a given time frame. Any denials from the client on this issue will be a direct case of Suspension or withdrawal subsequently of its BSCIC Registration.

21. NABCB VALIDATION VISIT:

For Registered Clients with NABCB Accreditation, NABCB may decide to arrange Validation visits at BSCIC Registered client's facility. BSCIC shall inform its Registered Client of any such validation visits and its duration. BSCIC Personnel may also join the NABCB assessor on such visits if required. For the present the cost related to such validation visits shall not be charged to BSCIC Registered Client.

22. ACCESS OF RECORDS OR SUBMITTING THE RECORDS OF CLIENTS TO ACCREDITATION BODY OR BSCIC ADVISORY COMMITTEE

BSCIC is assessed or reviewed by its accreditation boards or its impartiality advisory committee every year. If required the Application Documents, Assessment records and the Correspondence with client is accessible to them under secured Confidentiality. When confidential information is made available to other bodies (e.g. accreditation body, agreement, group of a peer assessment scheme), BSCIC shall inform its client of this action and where required the permission from client is taken first.

23. USE OF BSCIC LOGO/ ACCREDITATION MARK

A certified company is entitled to use the BSCIC Logo/ Accreditation mark on its stationery, advertising and publicity brochure etc. for promotional purposes but not on the actual product. The use of Logo is governed by the BSCIC Certifications Pvt. Ltd. conditions and instructions applicable to the use of Accreditation and certification marks by certificated companies.

Please refer to our form B026 BSCIC Registered Logo & Accreditation Mark Display Conditions, B055 Conditions for use of NABCB Accreditation Mark, B056 Conditions for use of JASANZ Accreditation Mark and B061 Conditions for use of DAC Accreditation Mark.

24. GENERAL GUIDELINES

All assessments undertaken by BSCIC Certifications Pvt. Ltd. are conducted by International Assessors Registrars Certified / Recognized Auditors/ Associates with expertise matched with the nature of an applicant company's activities under assessment. The company is advised in advance of the composition of the Audit Team and the schedule of audit for confirmation. The Lead Assessor is responsible for planning the assessment in accordance with the requirements, assigning auditing functions to his team members and reporting with authority to take final decisions in respect of the interpretation of the applicable requirements of the standard as well as makes recommendation regarding grant of certification based upon a review of the level of compliance of the systems in operation.

The applicant company is responsible for providing BSCIC Certifications Pvt. Ltd. Assessors, an access to its relevant facilities and records, appointing a responsible person to co-ordinate the arrangements for assessment and to provide all resources required by the audit team for performing their duties.

In case the Applicant Company wish to request for postponement of a scheduled assessment, then the request must be given to BSCIC 15 days in advance or else BSCIC may charge the full assessment fee.

25. CONFIDENTIALITY

All assessments are conducted in complete confidentiality of the company's activities BSCIC Certifications Pvt. Ltd. office staff and auditing personnel are bound by a confidentiality agreement to safeguard the client's classified information. **All our staff is bound by a written confidentiality undertaking. To fulfill Accreditation Requirements BSCIC will be making available the information related to**

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your Registration as Publicly Accessible or provided upon request. Where the BSCIC is required by law to release confidential information to a third party, BSCIC will notify the client in advance of the information provided.

Confidentiality will be dealt within the law, if it breaks.
Please refer law column on the last page of this document.

26. SHORT NOTICE ASSESSMENTS

If required BSCIC may conduct audits at Short Notice to investigate complaints, or in response to changes, or as follow up to verify the status under Suspension of the certification or any other reasons to ensure the Objectivity of the Registration is maintained at client's end.

27. BSCIC CERTIFICATIONS PVT. LTD. REGISTRATION OWNERSHIP

The certificate and the right to use the BSCIC Certifications Pvt. Ltd. registered symbol shall remain the property of BSCIC Certifications Pvt. Ltd. and you agree not to assign, charge, license, transfer or otherwise deal with it in any way.

28. FORCE MAJEURE

BSCIC Certifications Pvt. Ltd. and you will be released from the obligations in this Contract Terms & Scheme for Registration shift if any event beyond the control of both of us shall make performance of this Contract Terms & Scheme for Registration impossible.

29. SAFETY

You are responsible for ensuring that when BSCIC Certifications Pvt. Ltd. visits your sites, BSCIC Certifications Pvt. Ltd. has adequate protective equipment for the safety. Where specialist training is required this is to be disclosed to BSCIC Certifications Pvt. Ltd. from the outset. Please raise these matters with your BSCIC Certifications Pvt. Ltd. in advance of a visit.

30. TERMINATION OF CONTRACT

Either party may terminate the contractual relationship:

- i) By giving to the other three months written notice, without any reason;
- ii) By giving immediate notice in case the other party has committed a material breach of the terms and conditions of the contractual relationship if the same has not been remedied with five days from the date of receipt of a first written notice; or
- iii) By giving immediate written notice if either party goes into bankruptcy, liquidation, insolvency, receivership, or an administrator is appointed for all or part of the undertaking thereof. BSCIC shall be entitled to immediately and without liability either suspend or terminate the services under the contract in the event of:
 - i) Failure by the client to comply with any of its obligations under this contract and governed by scheme/standard to which the services relates,
 - ii) Any suspension or non- clearance of payment, arrangement with creditors, bankruptcy, insolvency or cessation of business by the client,
 - iii) Force measure, including but not limited to, acts of God, war, terrorist activity, industrial action, illness, death or resignation of personnel, and failure to obtain permits/licenses etc,Upon the suspension or termination of the contract services, BSCIC shall nevertheless entitled to payment by Client of:
 - i) The amount of all expenditures actually made or incurred,
 - ii) A proportion of agreed fees equal to the proportion of services actually carried out or provisioned thereof, and
 - iii) BSCIC shall be relieved of all responsibility for the partial or total non-conformance of the required services under the contract.

31. LIABILITY AND INDEMNIFICATION

(a) Limitation of Liability:

- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is Responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the client.

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(5) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- The date of performance by the Company of the service which gives rise to the claim; or
- The date when the service should have been completed in the event of any alleged non-performance.

(b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or Subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

32. SPECIAL CONDITION

Provided that if the Client to whom services rendered by the Company is a individual resident or carrying on business in India or a firm or a company constituted or registered in India having a place of business in India then these General Conditions shall be governed by and construed in accordance with the substantive laws of India exclusive of any rules with respect to conflicts of laws. All disputes arising out or in connection with the General Conditions here above shall be finally settled under the Rules of Arbitration according to the provisions of the Arbitration and Conciliation Act 1996. The arbitration shall take place in Faridabad (India).

33. LAW

This agreement shall be governed by Indian law and the parties agree to submit to the non exclusive jurisdiction of the courts of **Faridabad** in India.