



TERMS AND CONDITIONS

3.0 CONDITIONS OF CONTRACT *Version N° 1*

1. The terms of references cover the services of "Training, assessment, inspection and certification" services to the client as per project strategy based on Force Majeure conditions (*"Client who buys professional advice and solution; however, A customer acknowledges the products and related services"*). The objective of the contract is to meet the primary and mandatory requirements of the project completion against the agreed standard or requirements instead of additional requirements but not limited, e.g. requirements of the tender, customer, and other institutes.
 - i. **"Event of Force Majeure"** means an event beyond the control of both parties (first and second) which prevents from complying with any of its obligations under this contract, including but not limited: -
 - ii. *Act of nature (such as but not limited to fires, explosions, earthquakes, drought, tidal waves and floods);*
 - iii. *War, hostilities (whether war be declared or not), invasion, the act of foreign enemies, mobilization, requisition, or embargo;*
 - iv. *Rebellion, revolution, insurrection, military or usurped power, or civil war;*
 - v. *Contamination by radio-activity from any nuclear fuel, or any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;*
 - vi. *Riot, commotion, strikes, go-slows, lock outs or disorder unless solely restricted to employees of the Supplier or his Subcontractors; or*
 - vii. *Acts or threats of terrorism.*
 - viii. *The conditions of services are solely governed by the **ICS** which may raise from the **INTEGRATED CERTIFICATION SERVICES (ICS)** itself and the decision of **ICS** shall remain final and supposed to be accepted by the client.*
2. **Financial Terms and Conditions**
 - i. The client shall pay the charges as per section 2.0 of this agreement forming part of this agreement.
 - ii. The contract can be in US\$D.
 - iii. The fee that comes under this contract is for the services of certification which is out of the matter of result of the certification process. The necessary conversation of currencies would be made during the invoices if required in local currency.
 - iv. The client shall make all payments to the **ICS** by cheque/ pay order against the instructions on an issued invoice shall be considered by the client to follow. *i.e. bank transfer or courier.* The invoices do not cover expenses as narrated in 2. xi of this sub-section.
 - v. The amount paid in account of advance shall not be refundable. *i.e. No refund against change of mind.*
 - vi. *Fee shall be nonrefundable at any means.*
 - vii. The conclusion of services in form of reports, certificates and other documents shall be delivered subject to the clearance of contract amount at full for the effective year. *i.e. The amount of initial year shall be paid in initial no advance payment of surveillances is supposed to be paid by the client.*
 - viii. Additional prices shall be applicable in case of changes in the certificate of any type which shall be offered when applicable which also covers the conditions of special audit or visit.

- xi. The client shall be informed through a visit status report, and works to do shall be issued through written communication, and the completion of tasks shall be targeted through mutual understanding of both parties.
- xii. The client shall be informed of the progress of services and remain entirely in communication. As **ICS** never satisfy on quality services at all.
- xiii. This agreement has been formed for the mentioned scope of services in section no. 01 shall not be applicable to transfer to additional or other scopes of services of different standards or requirements to any means.
- xiv. Both parties shall inform each other in case of cancellation of the contract at least 30 days in advance.
- xv. In case of discontinuation of certification services, the client has to withdraw the certificate from the certification body.

3.9. Certification

- i. On completion of the on-site audit and completing of audit management process the certificate is issued to the client. The certificate remains the property of ICS. Providing the client maintains the management system to the required standard, the certificate is valid for three years. Triennial Renewal audit is to be carried out at least three months prior to the expiry of the certificate at extra cost and the finding ICS raised in the renewal / triennial audit will need to be closed and certification decision needs to be taken prior to the expiry of the current certificate.

3.10. Surveillance and Re-certification

- i. Post of the certificate issuance, to maintain annual registration, surveillance visits will be carried out at the client's premises (announced visits) at least once per year. If areas of concern are identified, more visits may be carried out at the discretion. The client agrees to meet the extra costs relating to such increased surveillance. Any changes to scope, products or manufacturing/ service delivery processes must be communicated to **ICS**.
- ii. The surveillance audits need to be conducted within twelve months from the date of the date of certification decision and the time duration between two successive audits in a cycle shall not cross twelve months. Failure to comply with this will lead to certificate suspension and further to withdrawal and client deregistration.
- iii. Timely surveillance audits are mandatory to perform for the client in the eleventh month of the surveillance year, which **ICS** shall intimate by 45 days' in advance. The delay in surveillance audits can cause the cancellation of certification from the ICS, which can be delayed by three months. In such situation, the suspension letter shall be issued to the client and post that no surveillance can resume the certification, and the client must withdraw its original certificate to the certification body without using the logo anymore.
- iv. The client shall follow the procedure of re-certification for the new cycle of three years which shall be intimated by **ICS** by 90 days in advance to avoid the delay in the certification continuation cycle that remains valuable for the client to support the healthy timeline of certification.
- v. A soft copy of the certificate shall be issued to the client on the certificate's arrival. Original certificate shall be issued post clearance of all the instalments or dues from the client. *For the duplicate certificate, the charges \$ 50/- shall be applicable.



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- ix. Payments should be made timely; in case of extraordinary delay maximum of three months, the **ICS** shall terminate the contract with notification.
- x. If required by the **ICS**, the client shall arrange the travelling (*of any mode, i.e. air or road*) and suitable accommodation (*where required*) arrangements to the auditor as refer in section 3; sub-section 3; xxviii of General & Technical Terms and Conditions. The expenses shall be Borne by the client at their end in which no transaction should be made to the **ICS** in any form at all in the perspective of travelling and accommodation to keep these expenses transparent without any doubt of miss-use of funds.
- xi. Contract prices during the running cycle can be upgraded for the following justifications. *i.e. hikes of foreign currency exchange, hype in inflation of local economy, sudden change of prices from the principal body considering international economic crises*. In these circumstances, the mutual understanding for upgrading fees against the surveillance shall be agreed upon to continue the uninterrupted services.
- xii. The surveillance payments shall be paid in full before the commencement of services.
- xiii. If a cancellation is made by the client amid of the contract, the client shall pay 100% of the total sum of complete services in which **ICS** shall reserve the right to receive full cost in the light of the status of delivered services.
- xiv. The conditions of this section 3 sub-section 2. Financial Terms and Conditions are well addressed, therefore, must be complied with during the validity of this contract to make the smooth execution of the services.
- xv. After the three-year cycle, the re-certification cost shall be revised depending on the inflation rate. We also ensure to provide the maximum comfort to the client in this regard.

3.1 Scope of Contract

- i. **ICS** agrees to provide the client with the services for the location(s) and the scope as detailed in the price quotation - part of this contract document. The client agrees to the provisions of this Agreement and all attachments.
- ii. In order that **ICS** may provide the service, the client agrees to supply **ICS** with all the necessary information related and necessary to the services.
- iii. Unless agreed to in writing, nothing expressed or implied between the client and **ICS** personnel is considered binding.
- iv. The client allows **ICS** to use its logo on their advertising and marketing material.
- v. This contract shall be valid for single accreditation, as mentioned in section 1.0 and shall be legible only. In case of demand for other accreditation from the client, a new certification contract shall be formed and incorporated with this contract in which the cost of the phase may differ from case to case and situation to situation of project significance.
- vi. The client shall get this contract signed by the representative of the top management and it shall be considered accepted for offered code of the contract of **ICS**.
- vii. The client should provide a suitable facility to **ICS** auditor (s) for the entire duration of this contract to have an appropriate work environment.

- vi. The scope of services shall be limited as per section no. 01 and 02, in which **ICS** shall be bound to share or issue the templates' soft copies of the operational sector to the client, excluding the management system templates, which are the sole property of **ICS** and is not for sale and only used to achieve the project goals. The operational soft copies shall be released after the projects and service invoices are completed.
- vii. The client shall be required to sign the contract issued by an **ICS** in which mentioned **ICS** shall bear charges as per this contract covering certification as a joint contract for two services. In other cases, the part of the certification payment, an invoice from the **ICS** may also be issued to proceed with the certification process.
- iii. **ICS** reserve the right to amend its policy anytime, including project strategy and price change due to govt. or international high inflation rate or foreign currency.
- ix. **ICS** shall ask for a services certificate from the client post of completion of the project through the professional channel.
- x. **ICS** shall use the intellectual properties of client for the purpose of reference purpose. *i.e., Logo or title at website*.
- xi. **ICS** has an open and clear policy towards its client that it shall only be part of the client's scope of services and shall not be involved in the client's financial and other out-of-scope operations.

3.11. Extension to the scope of registration

- i. This may be applied for; in the same way as the initial audit, indicating the increased scope of registration being required. Audit will be carried out in the areas not previously audited. If successful, a new certificate indicating the new full scope will be issued by the ICS. There will be a charge for extensions to scope and re-issue of the certificates. The future surveillance days will be accordingly amended.

3.12. Short Notice Audits

- i. **ICS** may, when necessary, conduct short notice audits/ unannounced audits to investigate complaints, or in response to changes, or as follow up to suspended clients with accordance to the notification and requirements of the international office or accreditation body.

3.13. Reduction in scope of certificates issued

- i. **ICS** shall wherever applicable reduce the scope of certification if during the time of routine surveillance audits/ Re approval or Renewal audits it finds that the certified client has continually/ seriously failed to meet the certification requirements for those parts of the scope of certification. The reduction in scope will be approved by the ICS.

3.14. Publicity

- i. Once a certificate has been issued, the client has the right to publish the fact. The relevant logos can be used on its stationery relating only to the audited scope of registration and the relevant part of the standard. All conditions of the Logo Rules issued along with the certificate will need to be followed.

3.15. Certificate Misuse

- i. The client shall ensure that there is no misuse of the certificate at any means. The client undertakes to use certification marks as appropriate to its audited scope of registration and relevant standards.

3.16. Suspension



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- viii. The client shall supply complete and accurate relevant information required from time to time by the **ICS** and cooperate in response to all requests by **ICS**.
- ix. **ICS** agrees to keep confidential information to the client's business & internal affairs. We consider this matter critical and therefore comply it strictly. *i.e. Never disclose any information to interested or non-interested parties.*
- x. The contract has been formed for the limited time frame described and agreed with services between both parties; therefore, this contract shall be assumed 'expired', reaching the deadline in section 2.0 of this contract. For the additional visit refer to sub-section 2. Financial terms and conditions.
- xi. The client is to inform **ICS** any changes that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification e.g., *Changes related to legal, commercial, organizational status of ownership, organization and management, address and sites, scope of operations under certified management system, major changes to certified system and processes.*

3.2. Termination

- i. This contract shall be valid up to expiry of services in form of certificate issued against this agreement.
- ii. Either party may terminate this agreement by written notice to the other, at least one month in advance.
- iii. If the other party is in material breach of this agreement and such breach remains uncured five days after receipt of written notice thereof.
- iv. If the other party (i) files for voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such other party and such involuntary petition is not dismissed within 30 days from the date of the filing thereof, (ii) is unable or admits in writing an inability to pay its debts as they come due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) dissolves, liquidates or sells substantially all of its assets.
- v. This agreement shall be terminated if payments are not settled as per schedule.
- vi. The contract would be considered terminated if any surveillance is skipped by the client. In this situation this contract shall not be valid or resumed and a new contract would be formed.
- vii. In the event that this agreement is terminated, the registration certificate shall be deemed to be canceled and the client has to stop using the certification and registration marks with immediate effect.
- viii. **ICS** reserve the right to cancel the contract in the case of any breach of terms or reference of this contract during services.

3.3. Liability

- i. **ICS** or its personnel shall not have any liability to the client for any claim, loss, damage or expense resulting from, relating to or arising out of **ICS**'s performance of the service except to the extent resulting from the negligence or willful misconduct of **ICS** or its personnel. In the event of any claim, loss, damage or expense incurred by the client as a result of the negligence or willful misconduct of **ICS** or its personnel in the performance of the services, **ICS**'s maximum liability to the client shall not be more than contractual value to **ICS** for the service under this agreement.

- i. **ICS** shall initiate the suspension process based on the following reasons:
 - a. Effective corrective action for the nonconformance is not implemented within a specified time (03 months after the last day of a Stage 02 audit days for any nonconformance).
 - b. Improper or misuse of the certificate, symbol or logo of the certification body.
 - c. The client ceases to supply product or service of the certified management system for an extended of time.
 - d. The client's certified management system has persistently failed to meet any of the requirements for certification including requirements for the effectiveness of the management system.
 - e. The client fails to meet financial obligations to **ICS**.
 - f. The client is unable or unwilling to ensure conformance to revisions of standards.
 - g. Existence of a serious complaint, or a large number of second- or third-party complaints, which indicate that the management system is not being maintained.
 - h. The client does not allow routine surveillance/ recertification to be conducted at the required frequency
 - i. The client does not comply to the deadlines set by **ICS** to upgrade to the latest revision of Management System Standards.
 - j. The client requests for suspension.
 - k. During the suspension the client shall not advertise or promote their certification mark.
 - l. The suspension will be for the limited period which varies certification body to body and their policies for the resume of certification services.

3.17. Deregistration/ Withdrawal/ Cancellation.

- i. **ICS** shall deregister/ withdraw or cancel the certificate on the following grounds:
 - ii. The client fails to take effective corrective action within six months of suspension for any of the reasons given above.
 - iii. The client makes a formal request to withdraw certification.
 - iv. Infringement by the client of any contractual conditions between the client and **ICS**.
 - v. The client will be deregistered on expiry of the current certificate unless renewal audit has been successfully completed.
 - vi. The client can be deregistered upon expiry date of the current standards in which there are revision in the standards.
 - vii. In case a client has certification to multiple standards, based on the reason for suspension/ withdrawal, the management of **ICS** shall decide the impact of continuation of certification of other standards not affected by suspension/ withdrawal and re issue the relevant certificates in case of withdrawal.

3.18. Appeals Procedure

- i. If for any reason a client is not in agreement with the verdict after an audit, re-audit or a surveillance visit, including suspension or withdrawal of a certificate, he/ she is at liberty to lodge a written appeal to the **ICS**. All appeals will be held in the presence of an Appeal committee. The committee will hear evidence from the client's representative and the relevant auditor. The decision of the committee is final and binding on both the client and **ICS**. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.



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3.4. Law

- i. The contract to which this agreement applies cannot be challenged in any court of law. **ICS** aims to provide services upon the request of the client in which there is no object to delay from our side considering our full of resources against the third party or non-interested party services.

3.5. Indemnity

- i. The client will indemnify and hold harmless to the **ICS** and its personnel from and against any and all liabilities, damages, claims, losses, costs and expenses (including reasonable attorney's fees) resulting from, breach of agreement or resulting from, relating to, or arising out of the misuse or alleged misuse by the client of any registration, certificate, logo or mark of conformity provided by **ICS** pursuant to this agreement.

3.6. Confidentiality

- i. Except as required by law and the relevant accreditation authorities, **ICS** will treat as strictly confidential and will not disclose to any third party without prior written consent of the client, any information which comes into the possession of **ICS** or its employees in the course of providing the service(s).

3.7. Personnel

- i. **ICS** undertakes to provide suitably qualified personnel for the services that includes training ICS, audits their own staff or ICS if requested by **ICS** or ICS the client will allow the presence of observers, trainee auditors, and technical experts as part of the audit.
- ii. All members of **ICS** (full-time employees) are required to sign confidentiality agreements concerned with all confidential information to which they may be exposed at client premises.
- iii. The client has right to object to any auditor if he/ she perceives conflict to his interest. The client can raise the objection to the management of **ICS**, who shall review the potential impartiality threat and take necessary actions; however, the change cannot be guaranteed in case of no conflict perceived.

3.8. Audit Methodology

- i. The first stage of the audit as carried out by ICS is to carry out Stage 1 audit, a review of the client's documentation with respect to the appropriate standard(s) and to assure the readiness of the management system. This is to be performed onsite at the client's premises in conjunction with the client's management representative. Not applicable for nonaccredited programs.
- ii. Once the adequacy of the management system is ascertained during the Stage-1 audit and all the identified non-conformances during Stage-1, Stage 2 audit date is agreed and an audit is carried out by the auditor(s). If further visits are required due to non-compliances found, these will be undertaken and extra charge will be incurred by the client. The on-site audit is carried out using client manuals and procedures and by interviewing relevant members of staff regarding their working practices.
- iii. After the certification, if the client changes anything which significantly affects the conformance to applicable management systems, applicable regulatory or statutory requirements or interested party requirements,

- ii. In case the management is the lead auditor or part of the audit team, then **ICS** will chair the appeals committee & will direct it to impartial committee.
- iii. The actions in response of a complaint and appeal will be recorded by the operation executive and will be held under confidentiality and communicated to respective appellant/ complainant.

3.19. Complaints against ICS personnel

- i. If a client has a complaint regarding any employee of **ICS**, this should be sent in writing to the management of **ICS**; if the complaint involves the top management, then the complaint is to be addressed to the Appeal/ Complaint Committee of **ICS** or Impartial. The complaint shall be handled as per **ICS**'s defined complaint handling process.

3.20. Complaints against ICS certified clients

- i. If any interested party has a complaint against **ICS** certified or non-certified client, this should be sent in writing to the management of **ICS** using email address commercial@icscab.com to the Administrator. The complaint shall be handled as per **ICS**'s defined complaint handling process.

3.21. Liability

- i. Neither **ICS** nor any of its promoters, employees, auditors or subcontractors warrants the accuracy of any audit, review, information, certification, service or advice supplied. Except as stated in this document, neither **ICS** nor any of its promoters, employees, auditors or subcontractors shall be liable for any loss, expense or damage however so sustained by any company, client or person due to any act whatsoever taken by **ICS** or its promoters, employees, auditors or subcontractors, save to the extent that any attempted exclusion or liability would be contrary to law.

3.22. Accreditation body witnessed audits

- i. It is a condition of the rules of registration that all certificated clients should, if requested, allow, Accreditation Body assessors to visit the client premises/ witness certification body's staff carrying out their audits. Failure to allow this could risk the client's registration.

3.23. Validity of Contract

- i. This contract shall be valid for 30 days from the date of issuance if not signed.
- ii. The conditions of this [section 3 sub-section 3. General and Technical Terms & Conditions](#) are well addressed, therefore, must be complied with during the validity of this contract to make the execution of the services.



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<p>then ICS must be informed. ICS reserves the right to re-audit if necessary.</p> <p>iv. A renewal audit is required by ICS prior to the expiry of current certificate.</p> <p>v. The certification services cover the three years of service mentioned above in section 2.0 and each year has a limited time frame for the completion of services for the year of certification and surveillance audits.</p> <p>vi. If ICS delay the project in these circumstances, ICS shall issue the addendum against the continuation of the project with the justification of delay.</p> <p>vii. If the client is willing to postpone the certification audit (Third Party) or complete service for some time, ICS shall propose the contract extension. It may also imply additional charges that the client shall bear by the mutual understanding of both parties. Further, if the client is unwilling to continue the certification or assessment as per which agreement is formed in such a scenario, ICS shall not be liable to pay off the agreement amount to the customer.</p> <p>viii. In the late or delayed performance of surveillance audit from the client, the certification body may suspend or cancel the contract and resume the certification process from the initial stages.</p> <p>ix. The client shall not ask the job offers to the employee of ICS during and post of the completion of services.</p> <p>x. The client shall not discuss the matters of service invoices with the auditors; every financial issue shall be dealt with by the operation & commercial of ICS.</p>	
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