CONTRACT/AGREEMENT FOR CERTIFICATION FOR

Management Standard

This agreement is made on the xxx day of month year xxxx

Between

Reliable Certification SMC Private Limited

And

**Company Name**

Adress

#

|  |
| --- |
| Basic Information |
| **Client Name:** |  |
| **Address:** |  |
| **Contact Person:** |  | **Position:** |  |
| **Contact Phone Number:** |  | **Email:** |  |

|  |  |
| --- | --- |
| **Certification Service Offered:** |  |
| **Accreditation Offered:** |  |
| **IAF Code:** |  |
| **Total Number of Employees:** |  |
| **Proposed Scopes of Certification** |
| **Manufacturing of tablet, syrup,** |

|  |  |
| --- | --- |
| **Total number of sites** |  |
| **Site address** |  |

|  |
| --- |
| **Certification Fees** |
| **CURRENCY: PKR (Excluding Sales tax)** |
| **YEAR** | **AUDIT** | **MANDAYS** | **TOTAL PRICE** |
|  | **Stage 1 Audit**  |  |  |
|  | **Stage 2 Audit**  |  |
|  | **1st Surveillance Audit** (For annual frequency 2 audits in 3 years certification cycle) |  |  |
|  | **2nd Surveillance Audit**  |  |  |
| **Sub Total** |  |
| **Travelling Charges** |  |
| **Boarding & lodging of Auditors** |  |
| **Other fees (application, Document review, if applicable)** |  |
| **No other hidden charges** |

 In order to initiate this contract, 100% initial audit fees will be paid in advance prior to audit activity)

# Terms & Conditions of The Contract

This agreement is made between Reliable Certification, and **\_\_\_\_\_**. The Client hereby undertakes:

# Duration of Contract

Duration of this contract is until the validity of the certificate. This Agreement shall continue in force unless and until terminated by either party upon one-year written notice to the other. This contract may be extended by both parties during the recertification audit.

# Scope of Agreement

**Initial stage-1 Assessment**

The Purpose of the Initial Audit (Onsite/Offsite) is to assess the development points of client’s Management System for compliance with the requirements of ISO \_\_\_\_\_\_\_\_\_\_\_ Standards.

**Final Stage-2 Audit**

The Purpose of the On-site Final Audit is to assess the compliance of the client’s \_\_\_MS\_\_\_against the requirements of Accreditation.

**Surveillance (1st & 2nd) Audit**

The Reliable Certification will perform Surveillance Visit on yearly bases. Total 2 Surveillance Visits will be performed during the 3 years validation period of the Certificate cycle to ensure the continuous improvements and compliance of certify Management Systems requirements. Certificate of approval will be renewed after every year and on the recommendation of audit Team Leader.

**Recertification Audit**

Certification body shall carry out recertification audit and issue its certificate at every 3-year period, covering overall scope and requirements of a client’s management system to ensure effectiveness of the management system is maintained.

# Certificate & Ownership of the Certificate

ISO \_\_\_\_\_\_\_ Management System Certificate will be issued by **Reliable Certification** by clearance of all fees charges and after successful audit and closing of all non- conformities by the client. The certificate Issued remains the property of **Reliable Certification** to whom It must be returned on request. Additional copies of certificates are available at a cost of PKR 1000 per certificate. Where the Clients business becomes bankrupt, or there is a change of management, the Company may have to cancel your certification immediately, but the Company will consider individual circumstances. The client shall notify the Company of any changes to the business as above.

# Personnel

The **Reliable Certification** undertakes to provide qualified personals (Auditors, Technical Expert) on Reliable **Certification** payroll or freelance auditor and TE Expert. RC remains responsible for subcontracted auditors/experts and ensures competence, impartiality, and confidentiality.

# Terms Of Payment

The 50% of initial certification audit fee will be taken before the audit. The client shall pay the remaining 50% of initial certification audit before issuance of the Certificate. All surveillance cost shall be paid at period between the surveillance audit notice and the date of audit. The payment(s) will be made by cross cheque/ DD / PO in the name of “Reliable Certification”. The above price of the services provided is excluded from Government taxes i.e., GST, other Duties etc.

Fees for special purpose visits e.g., to verify implementation of corrective actions, on receipt of customer complaints, changes/revisions in the management systems, change in address, scope of the certified management system etc. are not included in the fees quoted. This may include additional audit time and will be invoiced to the Client at rates in effect at the time of the visit. It isadvisedto Client that under no circumstances they should not make payment in cash or bank transfer to any other party, person or company other than RC. Falling to comply with this clause will give RC the right to claim any payment from the Client which has not been realized. For any cheque that is bounced/not honored, Rs. 750 will be charged from the client. Claim for certification fee shall be made by issuing separate invoice.

# Liability

# Reliable Certification 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 Reliable Certification's performance of the Service except to the extent resulting from the negligence or willful misconduct of Reliable Certification 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 Reliable Certification or its personnel in the performance of the Service, Reliable Certification's maximum liability to the Client shall not be more than contractual value to Reliable Certification for the Service under this agreement.

# Multi-site and scope changes

# In case of multiple sites, the client shall declare all site to be included in the scope of certification, including their names, addresses, activities and number of employees. Reliable Certification shall conduct audits of multisite clients on a sampling basis in accordance Reliable Procedure (RC-SOP-006). RC may reduce, suspend, or extend scope during audit or site visit.

# Irresistible Natural Disasters

Non-fulfillment of a contract due to irresistible forces such as war, infectious disease, work stoppage, business lockout, natural disaster, etc., beyond both parties’ control, shall not constitute any complaint or claim and not deemed to be failure to fulfil the contract.

# Force Majeure

# No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed or set out in this Agreement shall give rise to any claim against such party. Such failure or omission arises from causes reasonably beyond control of such party. Reliable Certification shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

# Law

# This Agreement shall be made and operate in conformity with Pakistani Law and the validity shall be governed by the Laws of Pakistan.

# Indemnity

# The Client undertakes to indemnity the Reliable Certification against any loses suffered or by claims made against the Company as a result of misuse by the Client of any approval or license granted by the Company under this agreement.

# Use of Certificate Marks, Publicity and Promotion

# In order to maintain the integrity of our service, you will comply with the requirements of Reliable Certification when making reference to your certification status in communication media such as the internet, brochures or advertising or other documents. These marks must not be displayed on products, packaging, or in any misleading manner that RC certify a product, service or process. IAF logo shall not be used by the client in any circumstances.

# Upon suspension or withdrawal of certification, discontinue use of all advertising matter that contains a reference to certification as directed by Reliable Certification. Do not use certification in a way to bring RC and/ or the certification system into disrepute and loose public trust. Any misuse will result in formal action, which may include suspension, withdrawal, or legal measures. If a certified client has multiple sites and other site outside of certified scope, the certificate and certification mark shall not be used on the products and services provided from those site(s).

# Impartiality & Consultancy

**RC** maintains impartiality, manages conflicts of interest, and does not provide consultancy or internal audits. Client shall not ask for consultancy from **RC** personnel.

# Confidentiality

Reliable Certification, its employees and agents are agreed to maintain as confidential and not to use or disclose to any third party, any information derived from the Client in connection with the Services without the consent of the Client, except to the extent that it is reasonably necessary to enable the Reliable Certification to carry out the Services in accordance with the terms of the Agreement.

The following shall not be subject to such restrictions:

* Any information which is or shall lawfully become party of the public domain.
* Any information which shall otherwise lawfully become available to the Reliable Certification from a source independent of the Client.
* Any information which otherwise may be required to be made available in respect of achieving Certification**.**

# In case the client breaches this contract, the Issued Certificate will be suspended.

# Safety

The Client is responsible for ensuring that people visiting the Clients site have adequate protective equipment for the environment they are likely to enter. Where specialist training is required, this is to be disclosed to the Company from the outset.

# Insurance

The Reliable Certification maintain third party liability insurance for each of audit activities.

# Disputes

Any disputes arising between the auditor, auditee and interested parties may be resolved by mutual agreement If disputes cannot be settled by mutual agreement the client may raise a complaint to the certification body. In the event of litigation, such litigation shall be mediated in the court where the certification body is near located.

# Verification of Non- Conformances

In case of a major non-conformity or suspension and a verification visit required by the RC auditors to verify the correction of a major non-conformance, additional amount will be paid by Client @ Rs. 15,000/- to Reliable Certification per day will be charged for each man-day exclusive of boarding/lodging charges.

In case of minor non-conformance, no additional amount will be charged. However, objective evidence (documents) of corrective action taken shall be submitted by Client to Reliable Certification office within 30 days for processing the Certificate. The auditors of RC shall verify the effectiveness of such minor Non-conformances during next Annual Surveillance Audit.

# Remote Audits

# When mutually agreed, audits may be conducted remotely using Information and Communication Technology (ICT) platforms. The Client is responsible for providing stable connectivity, access to digital records, and an environment conducive to effective auditing.

# Transfer Audit

# RC conducts transfer of certification as per Reliable Procedure (RC-SOP-003).

# Special Audit

RC and the accreditation body have a right to conduct an audit on the client’s management system without any or with limited time notice to the client. It is responsibility of client to accept and facilitate any such assessment. Failure to accept and/or facilitate such assessments may result in suspension or withdrawal of client's certification.

# Suspension of Certification

# The Reliable Certification reserves the right to suspend a certified client’s certificate under following circumstances:

# Documental failure to meet requirements of the certified management standard(s).

# Nonconformities found during surveillance which indicate a possible failure of the client’s management system

# Improper use of the logo, symbol, advertising, or misrepresentation of certification

# Client’s request for suspension

# Failure to comply with regulatory requirements and procedures and policies of Reliable Certification.

# Breach of this agreement terms and non-continuation of the certification cycle

# Additional man-days may be required for reinstatement and lifting of suspension.

# Withdrawal/Cancellation of Certification

# Both parties shall Inform each other one year in advance in case of cancellation of contract along with a valid reason.

The RC reserves the right to withdraw/cancel the certificate in the following cases:

* If the period of suspension is more than six months.
* If the client has been suspended for same reason repeatedly.
* If Necessary, corrective action is not taken out within given period for major nonconformity(ies) during audit.
* The certified client changes the business scope
* Failure to make payment of any audit activity in due date
* Customer’s request.

# A suspension letter would be sent by the Scheme Manager which would specify timeframe to take actions to avoid certificate withdrawal/cancellation. The online directory of RC certified clients will reflect the Inactive status of the clients in case of suspension or withdrawal. Accreditation body will be notified for the same as and when required.

# In case of withdrawal a complete audit activity shall take place. In either case additional man-day charges shall be invoiced to the client.

# Complaints

On receipt of a complaint the Reliable Certification will process the complaint in accordance with its complaint’s procedure.

# Appeal

The Client has the right to appeal certification decisions regarding **Reliable Certification's** services and will be handle by Reliable Certification appeal procedure

# Storage of Contract

This contract is made in two originals. Each original shall be signed with each representative and kept by each party to make sure of effectiveness and faithfulness to the contract.

# Acceptance

# To accept this proposal, please sign and stamp and send it back to Reliable Certification.

|  |  |
| --- | --- |
| **For Client** | **For Reliable Certification** |
| **Name:** |  | **Name:** |  |
| **Date:** |  | **Date:** |  |
| **Position:** |  | **Position:** |  |
| **Company Stamp:** | **Company Stamp:** |
|  |  |

**Note**: Put seal and stamp on all pages