BUREAU VERITAS (INDIA) PRIVATE LIMITED

TECHNICAL - COMMERCIAL PROPOSAL

Bureau Veritas India Pvt. Limited

(Industry Business)

Proposal for

ISA SCHEME CERTIFICATION

PROPOSAL NO.	**IN.XXXXXXX**	**Date - Month DD, 20XX**
SF Entry No.	**XXXXXX**	**Cont.: +91 22 6274 2823 l +91 9820910558**
SUBMITTED BY	**(IPC Manager – India xxx Region)**	**xxx.xxxx@bureauveritas.com**

CONTRACTING OFFICE **72 Business Park, Marol Industrial Area, Opp. Seepz Gate No. 2, MIDC Cross Road "C", Andheri (East), Mumbai - 400 093, India**

Mr./Ms. XXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

Dear Ms. XXXXX,

SUB: ASSESSMENT SERVICES AS PER ISA PRODUCT CERTIFICATION

We are pleased to enclose herewith our Proposal with our estimate towards cost of certification and evaluation.

As you may be aware, we are one of the leading certification bodies globally. In India & globally, we have certified over 7000+ & 100000+ organizations so far. We are proud to have been given the opportunity to certify well-known organizations throughout the country, from both the public and the private sector. Our clientele includes organizations in various sectors right from manufacturing to service industry covering large Indian conglomerates, MNCs, MSMEs, etc. We support organizations in various sectors like Automotive, Locomotive, Food & Beverages, Agriculture, Telecom, Information Security, Education, Healthcare, etc. and would be happy to support your organization for the requested product certification scheme.

We request you to please review the Proposal carefully, resolve discrepancies, if any, and thereafter return all pages of our Proposal in original duly signed and stamped on the assigned space on page 11 of 11 for acceptance of terms and condition.

Note:

1. This Proposal is based on the information provided by you in the application form. Bureau Veritas (India) Private Limited reserves the right to amend the Proposal in case of any discrepancy noted during the assessment. It is obligatory on your part to inform Bureau Veritas (India) Private Limited of any changes in organizational structure, ownership, etc.
2. Once the Certificate of Conformity is issued any changes (such as changes in products & processes) that may affect the fulfilment of the requirements for the certification shall immediately (or at least within 3 working days) be communicated in writing to Bureau Veritas India Pvt. Limited.
3. In the event that the client becomes aware of any significant legal/regulatory proceedings or public outcry with respect to product/service quality, ISA Compliant, environmental & OH&S regulations or in the event of a product recall or withdrawal, the client shall make Bureau Veritas aware of the situation within a reasonable time frame (typically not exceeding 10 days).

Should you need any clarification, please feel free to contact us.

Thanking you,
Yours very truly,

XXXX
IPC Manager (India XXX Region)
E-Mail: xxxx.xxxx@bureauveritas.com

Executive Summary:

BUREAU VERITAS a global leader for over 180 years in testing, inspection and certification, Bureau Veritas serves client needs around the world in the field (Quality, Health, Safety, Environment and Social Accountability). As the world's leading 'Certification Service Provider".

BVIPL has its presence and operations in 140 countries servicing 400,000+ clients across a wide range of sectors.

1. Objective:- (edit the correct objective as per client enquiry)

1.1 confirming the Criteria for RAMS (Reliability, Availability, Maintainability & Safety) in assessing independent safety assessment & Certification of Railway system, Rolling Stock, Signalling, communication, and Control by,

- Correct identification and management of system requirements, including safety requirements.
- Confirming that the system meets the safety requirements through verification and validation activities.
- Ascertain if the system safety requirements have been demonstrated in accordance with the applicable regulations, and the applicable SIL compliance.

2. SCOPE OF WORK :- (edit the correct scope of work as per client enquiry)

2.1 This Certification Criteria is applicable to ISA being manufactured in India for Indian railways and as per the applicable standard of RDSO & below CENELEC Standard.

2.2 CENELEC standards EN 50126: Part 1,2,3------CENELEC is the European Committee for electrotechnical standardization and responsible for standardization in the electrotechnical engineering field. Standards EN 50126, 50128 and 50129 are accepted as the references for railway safety and are the base reference for assessments performed by Independent Safety Assessment (ISA) bodies.

- Railway standards directly relevant to electrical, mechanical systems and civils structures for specific products and railway sub-systems
- Functional Safety IEC 61508,
- National rules and regulations
- Common Safety Risk Assessment Process

2.3 This Scheme is applicable to ISA, which is Independent Safety Assessment.

Reference Documents: -

1) Procedure available on BVIPL Website – https://www.bureauveritas.co.in/isa-independent-safety-assessment
2) ISO 17065:2012 Standard
3) RDSO Requirement
4) Client requirement
5) Scheme requirement
6) CENELEC Standards as applicable

3. ASSESSMENT:-

1) Duration of each assessment (MD): As per approved CR
   Manday Fee: INR XXXXX/-

SECTION – ' A ' : PRICE PROPOSAL BY BUREAU VERITAS INDIA PVT LTD	
COST OF CERTIFICATION	**INR**
Cost of Certification audit (Rs.AAAA X MD)	
Application Review (Rs.BBBB)/ Application	
COST OF 1 AUDIT	

Stage 1 Audit (Rs.CCCC X MD)	
COST OF 2 AUDIT	
*Stage 2 Audit (Rs.DDDD X MD)	
CERTICATE COST	
Certificate Cost	
Total	Rs.XXXX
Travel & Living expenses **Applicable Taxes** **Certificate Cost per ISA Certificate**	**Extra at actuals** **Extra as applicable** **Rs. YYYY per certificate**
***Note: Man-days for stage 2 audit will depends upon the Stage 1 audit finding and compliances.**	

SECTION – ' B ' : NOTES & PAYMENT TERMS

- The Prices mentioned above are inclusive of Off-Site Planning and Reporting time cost.
- Any addition / change in the above scope/site/facilities/employees may require the proposal to be revised to include additional cost.
- 50% fees for each phase to be paid as advance. Remaining to be paid along with settlement of final invoices.
- All Bureau Veritas invoices are payable within 30 days from their presentation.
- Certificate will be issued only on receipt of full payment.
- All travel and living arrangements shall be done by client. In case same is done by Bureau Veritas India then it will be charged at actual.
- Follow-up and additional visits, if any, will be charged at Bureau Veritas India Pvt. Limited current man-day rates (Rs. XXXX/ per Man-day)
- Goods Service tax at current rates is payable in addition to fees quoted.
- This proposal is valid for 30 (thirty) days from the date of issue.
- In case of Purchase Order or Work Order being issued in favour of Bureau Veritas India Pvt. Limited, kindly mention the above stated Proposal Reference in the Purchase Order.
- BUREAU VERITAS INDIA PVT LIMITED reserves the right to accept / reject an "Acceptance of Proposal" submitted outside of the proposal validity period.

SECTION – ' C ' : TERMS AND CONDITION

1. All testing to be carried out in ISO 17025 accredited lab and as per ISA Procedure.
2. All measuring instruments used by manufacturer shall be calibrated by NABL Accredited (ISO 17025) agencies only or as mentioned in ISA procedure.
3. Our Auditors and external bodies such as scheme owner and regulatory bodies should have access at your factory as and when requested.
4. Bureau Veritas has issued the conditions for use of its certificate, **Duties of Client & Rules for use of Certification Mark as mentioned below is a** part of the certification agreement, Also as per **Certification Process, Testing requirement and other ISA procedures kept on BV Website**.

   Following documents is attached as annexure a part of this proposal and the mandatory requirement applicable for this assignment.

I) ANNEX A GENERAL TERMS AND CONDITIONS OF CERTIFICATION SERVICES- Rev 2020, Version 01

Annex A GTCS.docx

II) Requirements mandatory to comply by manufacturer as attached below & also can be referred from BVIPL website (referred under point no. 4 of Section C of this procedure), this proposal is kept on

https://www.bureauveritas.co.in/isa-independent-safety-assessment

A - Duties of client

I. Purpose

ISA manufacturers that have been certified under the certification Scheme of ISA by BVIPL approved certification bodies or by an NABCB accredited CB are allowed to use the Certification Mark. The certified manufacturer is required to enter into a written contract with BVIPL, the Scheme Owner that guides the use of the ISA Scheme Certification Mark.

This document describes the rules for use of the Certification Mark for ISA by the certified ISA Manufacturer & Rights and Duties of Certified Client

The Certification Mark is a protected mark owned by BVIPL, indicating that the ISA Manufacturer are in conformity with specified certification criteria under the scheme. The "Certification Mark" is also commonly known as a ".", however for the sake of aligning it with the international requirements the same will henceforth be referred to as the "Mark".

II. Procedure

Client has to comply below to meet the international standard requirement

- Local certification entity can use the Scheme Mark following the rules defined by each AB. BVIPL ca advertise and promote services or activities that are within the scope of its accreditation.
- The client cannot use the AB Mark, unless otherwise the contract is signed between the manufacturer an BVIPL facilitated through certification body.
- to complete the certification agreement
- to pay the fees.
- to provide information about the changes to the certified product for example –
  (the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), modifications to the product or the production method, contact address and production sites, major changes to the quality management system.)
- to provide access to certified product for surveillance activities.
- Any changes in the scheme informed by CB has to be complied by manufacturer for certified product.
- The requirement is directly specified in the standard or normative standard identified in the scheme.
- Once the Type product is certified same methodology to be applied for the certified product in ongoin process.
- If any ambiguity in the or certificate or other documents sent to clients as to what has been certified to b notified and get clarified from certification body before using the certificate.
- Bureau Veritas has issued the conditions for use of its certificate and . as part of the certification agreemen and as per procedure available on BV Website, these conditions require to be complied with.
- Controlled use/display of certificate/mark (It is clearly spelled out that the mark shall not be used on product or product packaging as seen by the customer, in any other way that may be interpreted as denotin product conformity).
- that the organization conforms to the requirements of Bureau Veritas when making reference to it certification status in any communication media such as internet, brochures or advertising or any othe document.
- That the organization does not make or permit any misleading statement regarding its certification.
- That the organization does not use or permit use of a certification document or any part thereof in misleading manner.
- That the organization upon suspension or withdrawal of its certification, it discontinues its use of a advertising matter that contains reference to certification as directed by Bureau Veritas.
- That the organization amends all its advertising matter when the scope if certification has been reduced.
- that the organization does not allow reference to its management system certification to be used in such way as to imply that Bureau Veritas certifies the product (inclusive of any service involved) or process

- That the Organization does not imply that the certification applies to activities that are outside the scope c certification
- That the organization does not use its certification in such a manner that would bring Bureau Veritas or th certification system into disrepute and loss of public trust.

Bureau Veritas does not permit its marks to be applied to laboratory tests, calibrations or inspection reports.

Certification Manager/TIQ manager shall exercise proper control of ownership and shall take suitable action for incorrect references to certification status or misleading use of documents as given below:

- Request for Correction / corrective action
- Suspension, withdrawal of certificate
- Publication of transgression
- Legal action, where necessary

III. Prerequisites for ISA scheme certification mark

1. The product manufacturers that have been certified under the Scheme by Bureau Veritas (India) Private Limited are eligible to use Certification Scheme Mark.

2. As per the contract between the Scheme owner Bureau Veritas (India) Private Limited, the certified product manufacturer shall be required to formally sign an agreement with BVIPL for the use of product Certification Scheme Mark. Soon after the certification, the certified organization shall sign the contract with BVIPL in the prescribed format.

3. The applicants shall submit their applications for the use of Certification Scheme Mark in the prescribed format enclosed vide Annexure I. Soon after the Product certification, the Product manufacturer shall sign an agreement with BVIPL in the prescribed format. This process shall be facilitated by Bureau Veritas (India) Private Limited.

4. Bureau Veritas (India) Pvt Ltd shall make provision for the same in its system for certification under Product Scheme and shall make this requirement a part of its legally enforceable contract with the certified client.

5. The certified Product manufacturer shall sign a legally enforceable agreement with BVIPL in the format enclosed vide Annexure II, based on which it will be allowed to use the Certification Scheme Mark. This will be executed only after the successful grant of Type Certificate.

IV. ISA scheme certification marks and certificate

1. Client shall not use the Mark and shall not make any statement in labelling which in the opinion of BVIPL or NABCB, is misleading or is infringement of any specific requirement of BVIPL or NABCB, This means that the certificate, reports and other associated documentation must not be used in a misleading manner, which can bring NABCB or Bureau Veritas into disrepute.

2. A combination of products and parts, which each comply with applicable certification criteria for Product, does not always constitute a finished product that has to comply itself as a whole with certification criteria for product. however, in some cases, a combination of different products and parts designed or put together by the same person is considered as one finished product which has to comply with the certification criteria for product as such. the manufacturer of product is responsible for ensuring that the product model complies with all the requirements of the certification criteria for product. the fact that components or parts are duly certified by a Certification Scheme Mark under any Certification

Scheme, Marking scheme for safety, security and air worthiness of the product, does not automatically guarantee that the finished product also complies.

3. A product, which has been subject to important changes or overhaul aiming to modify its original performance, purpose or type after it has been put into service, having a significant impact on its compliance with certification criteria for product, must be considered as a new product.

4. Product which has been repaired or exchanged (for example following a defect), without changing the original performance, purpose or type, are not to be considered as new products, and such product would need to undergo conformity assessment again.

5. The Certification Scheme Marking for product is a key indicator (but not proof) of a product's compliance with certification criteria for product Scheme.

6. In this scheme, one or more samples of the product are subjected to the determination activities. A certificate of conformity or other statement of conformity (e.g. a letter) is issued for the product type, the characteristics of which are detailed in the certificate or a document referred to in the certificate. Subsequent production items are not covered by the certification body's attestation of conformity.

7. The samples are representative of subsequent production items which could be referred to by the manufacturer as being manufactured in accordance with the certified type.

8. Bureau Veritas (India) Pvt Ltd may grant to the manufacturer the right to use the type certificate or other statement of conformity (e.g. letter) as a basis for the manufacturer to declare that subsequent production items conform to the specified requirements.
9. A product manufacturer may apply for Certification Scheme Mark as available under the product Scheme as detailed in Section 1.

10. The colour scheme of the Marks shall be sent separately. Different combination of the colour scheme shall not be used, details will be sent once agreement done, details of Mark will be communicated separately in word file.

11. The certified product manufacture shall be issued a certificate by Bureau Veritas (India) Private Limited, which carries the appropriate mark.

V. Conditions for use of ISA Scheme Certification Mark

Following conditions shall apply for use of Product Certification Scheme Mark,

a) The Certification Scheme Mark may be used in publicity material, pamphlet, letterheads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme, the Certification Scheme Mark, etc.
b) The Product manufacturer may also use the Product certificate issued by Bureau Veritas (India) Private Limited as part of publicity material.
c) While using the above documents care shall be taken to ensure that the Mark is used only with respect to the Product manufacturer certified and it shall not give the impression that the non-certified, other than certified scope of Product, products from offices are not included in scope or a related company are also certified.
d) The certified Product manufacturer shall not make any misleading claims with respect to the certification Scheme Mark.
e) Certification Scheme Mark shall not be use in such a manner as to bring the Scheme Owners or NABCB into disrepute.
f) The certified manufacturer, upon suspension or withdrawal of its certification, shall discontinue use of the Certification Scheme Mark, in any form.
g) The product manufacturer, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.

h) In case the Certification Scheme Mark is observed to be used by a certified Product Manufacturer Contrary to the conditions specified, suitable actions shall be taken by the certification body in accordance with the relevant requirements of ISO 17065 and those specified in the scheme documents.

i) Depending upon the extent of violation, suitable actions may range from advice for corrective actions to withdrawal of certification especially in situations of repeated violations. In case the certified product manufacturer/Importer does not take suitable action to address, the wrong use of the Certification Scheme Mark, Bureau Veritas (India) Pvt Ltd may suspend/withdraw the certification.

j) If a certified manufacturers certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified manufacturer's responsibility to discontinue the use of the Certification Scheme Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force. The certification bodies that have certified the product manufacturer/importers needs to ensure compliance as stated above.

k) The certified product manufacturer/importers shall sign a legally enforceable agreement with the BVIPL whereby it is allowed to use the Certification Mark after agreeing to all the relevant conditions as described in this document.

l) The certified product manufacturer shall pay an annual fee to BVIPL, for the use of product certification Scheme Mark as prescribed from time to time. This payment shall be made to Bureau Veritas (India) Private Limited.

VI. Process for signing of contract between BVIPL and the certified ISA manufacturer

Once the ISA manufacturer is certified by the BVIPL, the certification body shall require the certified ISA manufacturer/importers to fill up in duplicate the contract form, template for which is enclosed in Annexure I to this document.

Bureau Veritas (India) Pvt. Ltd shall forward the filled contract form to BVIPL, for the purpose of signing and completing the contract formalities. Along with the contract form, Bureau Veritas (India) Private Limited shall also forward the details of the certified manufacturer, covering as a minimum the following information:

a) Name and address of the certified manufacturer.
b) Legal entity Status (with evidence).
c) Names of the top management/ownership details.
d) Details of the Certification granted – number, validity, etc.
e) Scope of certification granted to the certified manufacturer. Any other significant detail as considered relevant.

Bureau Veritas (India) Pvt. Ltd shall also forward the copy of the draft certification document it intends to issue to the certified Manufacturer.

Upon receiving the signed contract form from BVIPL, the certification body shall issue the certificate, inform the certified ISA manufacturer/importer regarding permission to ISA using the ISA Scheme Certification Mark also forward the signed contract form to them.

The administration fee for the certification cycle (5 years) for use of ISA Scheme Certification Mark from the certified ISA manufacturer to be submitted to BVIPL.

Bureau Veritas (India) Pvt. Ltd shall also make provision for informing BVIPL, about any changes in the certification status, like suspension, withdrawal, etc.

The contract between BVIPL and the certified agency shall be valid as long as the manufacturer holds valid certification under the ISA Scheme or unless otherwise advised to do so.

VII. Rights and Duties of Certified Client - Additional Requirements of ISA

BVIPL Industry shall ensure their certification agreement require that the client comply with the following:

1. the client makes all necessary arrangements for the conduct of evaluation including provision for examining documentation and access to records of initial certification, renewal if sought and resolution of complaints by assessors , technical experts for assessments and regulator(s);
2. endeavors to ensure that no certificate or report nor any part thereof is used in a misleading manner;
3. if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
4. in making reference to its product certification scheme in communication media such as documents, brochures or advertising, complies with the requirements of BVIPL.
5. keeps a record of all complaints and adverse incident reporting made known to the client relating to the compliance with certification requirement and to make these records available to BVIPL when requested, and
   make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation body assessors. Regulators or trainee evaluators);
6. makes claims regarding certification only in respect of the scope for which certification has been granted;
7. upon suspension or cancellation/withdrawal of certification, discontinues its use of all advertising matter that contains any reference thereto and returns as required by the certification scheme any certification documents and takes any other measure.
8. the liability on account of non-conforming product shall rest with the certified entity;
9. takes appropriate action with respect to such complaints and any deficiencies found in products and services that affect compliance with the requirements for certification; - records the actions taken.
10. The client shall inform BVIPL , without delay, of matters that may affect ability to conform to the certification requirements. These shall include changes in the legal, commercial, organizational status or ownership,
11. organization and management (e.g. key managerial, decision making or technical staff) contact address and production sites/premises,
12. Modifications to the major inputs or other materials with potential to affect the product quality and safety; framing practices or the technology and in the internal control measures, which are significant in nature.
13. any other information indicating that the product may no longer comply with the requirements of the product Certification Scheme and certification criteria
14. In the event of changes affecting the capability to comply with the requirements of the product Certification Scheme as mentioned above, or in the event of changes in the criteria, the certificate shall be processed for cancellation and the client shall agree for the same and apply afresh.
15. the confidentiality of information obtained or created during the course of certification activities. It shall also be part of the certification agreement.
16. Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on BVIPL Industry's behalf, shall keep confidential all information obtained or created during the performance of the BVIPL Industry's activities. There shall be a mechanism such as obtaining signed confidentiality agreements, etc. for ensuring the same.
17. BVIPL Industry shall use equipment and facilities that ensure the secure handling of confidential information (e.g. documents, records).
18. When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), BVIPL Industry shall inform its client of this action, in advance, through terms & conditions, etc.
19. When BVIPL receives information about the client obtained from sources other than the client (e.g. complainant, regulators), this shall be treated as confidential if any contractual obligations exist between two parties.
20. The contract between applicant and the certified agency shall be valid as long as the client holds valid certification under the product scheme or unless otherwise advised to do so.

Annexure III- Application for use of BV Mark	Annexure%20III.docx
Annexure IV Agreement for use of BV Mark	Annexure%20IV.docx

****Note: Annexure I & II must refer from BV_ISA website mentioned above.**
Refer BVIPL website for compliances as mentioned above.

Both parties have read, understood and approved the content of present contract – including terms of payment, particular and general & specific conditions of certification and their additional requirement– and their signature is the proof of their acceptance.

Proposal No:		**Issue Date:**	
<< Name of Client Organization >>		**BUREAU VERITAS INDIA PVT. LTD.**	
Name: **Designation:**		**Name: XXXX** **Designation: IPC Manager** **(India XXXX Region)**	
Signature & Company Seal		***Signature & Company Seal**	