



TQ Cert Services Private Limited
(formerly Food Cert India Private Limited)

Ready Mix Concrete Plant Certification Scheme

CERTIFICATION AGREEMENT

This legally bound Contract for Certification Services is signed between

Called the ORGANISATION

and

TQ CERT SERVICES PRIVATE LIMITED

Registered Office: "Mithona Towers-1" 1-7-80 to 87 Opp. Wesley Co-ed Jr. College, Prenderghast Road,
Secunderabad -- 500 003, Andhra Pradesh, India.

Applicable Standard:

ISO 9001: 2008

CRMPCPC – May 2013

Quotation No:

The contract covers the responsibilities of TQ Cert Services Private Limited and ORGANISATION to be certified as well as the conditions for maintenance of certificate and the use of the TQ Cert Services Private Limited mark and logo.

1.0 Definitions

- "TQ Cert Services Private Limited", "ORGANISATION" and "AGREEMENT" shall have the meaning described in Agreement page.
- AFFILIATE shall mean any subsidiary, parent or holding company of any company or any other subsidiary of such parent or holding company.
- CERTIFICATION SCHEME(s) shall mean the relevant certification standards as mentioned in the Contract for Certification Services.
- CONFIDENTIAL INFORMATION shall mean information about ORGANISATION or ORGANISATION'S business operation disclosed in writing or in any other way to TQ Cert Services Private Limited by ORGANISATION in connection with the SERVICES, to the extent such information at the time of disclosure was not already in the unrestricted possession of TQ Cert Services Private Limited or part of the public knowledge or literature.
- ORGANISATION GROUP shall mean ORGANISATION, its respective AFFILIATES and its and their respective directors, officers and employees (including agency personnel), but shall not include any member of TQ Cert Services Private Limited.
- TQ Cert Services Private Limited shall mean its respective executives, officers and employees (including agency personnel) but shall not include any member of ORGANISATION GROUP.
- REPORT shall mean a written outline of the audit made by TQ Cert Services Private Limited on the basis of the SERVICES, as further described in clause 2 herein.



- SERVICES shall mean management system certification services, i.e., an independent assessment of ORGANISATION's compliance with the CERTIFICATION SCHEME(s).

2.0 Responsibilities of the TQ CERT SERVICES PRIVATE LIMITED and the ORGANISATION

2.1 Responsibilities of the TQ Cert Services Private Limited

- TQ Cert Services Private Limited shall conduct the certification and surveillance audits in accordance with the TQ Cert Services Private Limited procedures and Accreditation Body guidelines. The basis for the certification is provided by the requirements laid down in the ISO standard mentioned in the offer. The certificate shall only be issued if all the requirements of the ISO standard have been met.
- TQ CERT SERVICES PRIVATE LIMITED shall notify the ORGANISATION of any changes which the Organization has to comply and effective dates in the certification procedure which have any direct consequences for the ORGANISATION.
- TQ Cert Services Private Limited records any appeals and complaints received from the ORGANISATION / interested parties and resolves them as per established procedure. In case no agreement is reached, it would be referred to Management Quality Council whose decision is final.
- TQ Cert Services Private Limited shall provide access to the List of the ORGANISATIONs certified indicating the scope, location, standard applicable, certificate no. and validity and current status of the certification in each case.
- TQ Cert Services Private Limited shall exercise proper control of ownership and shall take action to deal with any incorrect references to certification status or misleading use of certification documents, marks or audit reports.
- The validity of the certificate shall be for a period of 3 years, from the date the decision for grant of certificate is taken. This assumes that, on the basis of the date on the certificate, annual surveillance audits as a minimum are performed in the ORGANISATION and the results are positive. In special justified cases, it may be necessary to conduct a surveillance audit at a shorter interval. The need for this shall be communicated at the discretion of the TQ Cert Services Private Limited.
- The start date of first surveillance audit is not to exceed 6 months from the certification decision date.
- TQ Cert Services Private Limited may plan special audit for certified clients at short notice in order to investigate complaints or in response to changes or as a follow up on suspended clients.
- Records kept by the client in respect of the complaints received and their resolution shall be verified by the TQ Cert Services Private Limited during the surveillance visits to the client's premises.

2.2 Rights and Responsibilities of the ORGANISATION

- The ORGANISATION has to document, implement and maintain the requirements of the applicable standard and other regulatory/legal requirements as applicable and certification requirements.



- The Organization shall fulfill the certification requirements including product requirement as specified in the document “Criteria for Production Control Ready Mixed Concrete”, the certification process described in the document “RMCPCS Certification Process” and the requirements specified in requirement of TQ Cert Services Private Limited as applicable and the changes in them as communicated by the TQ Cert Services Private Limited, time to time
- By the time of assessment, the ORGANISATION shall have completed at least one internal audit (all QMS/ EMS elements must have been audited) and one Management Review.
- The ORGANISATION shall name a contact person from the management who is responsible for facilitating the audit. This person shall normally be the representative appointed by the Management.
- It is the responsibility of the ORGANISATION to comply with all applicable legal and other regulatory requirements and actions are to be taken in case of non-compliance in order to achieve compliance.
- The client makes all necessary arrangements for the conduct of the initial and recertification onsite audit/evaluation, surveillance onsite audits/valuations (announced and unannounced), onsite special/short notice audits/evaluations for the purpose of complaints investigation, etc. It shall also include provision for examining documentation and records, and access to the relevant equipment and facilities, products, location(s), area(s), personnel, and client's subcontractors
- The ORGANISATION has to record all customer complaints received and resolve them. Actions are to be taken to eliminate causes and to prevent recurrence. The ORGANISATION shall reimburse any expenses (Administrative, Auditor fees, fees payable to accreditation body, travel + stay expenses as notified by TQ Cert Services Private Limited to the applicant) incurred by TQ Cert Services Private Limited or its accreditation body for investigating the complaint against the applicant.
- The ORGANISATION shall notify the TQ Cert Services Private Limited of any consultancy services used in the domain of the Management System.
- The ORGANIZATION shall make available (hand over or make facilities for examination) to the TQ Cert Services Private Limited at least 2 weeks before the assessment, all valid documents relating to the Management System (manual, possibly procedures) and on request records (for example, internal audit records, performance data of Objectives and targets, legal compliance).
- The ORGANISATION shall provide to the Audit Team during the audit, resources / safety measures and other facilities to examine the activities and records covered by the scope of the certification and shall provide them access to the ORGANISATIONAL works concerned. ORGANISATION is responsible for providing complete and accurate documents for verification in audits.
- The ORGANISATION shall provide access to documents and data for carrying out audits and resolution of complaints and change/reduction/extension of scope.
- The client shall make claims regarding certification only in respect of the location and the scope for which certification has been granted
- The ORGANISATION may opt for a change in the proposed audit team due to any specific reason.



- The organization has a right to appeal or complain on any TQ Cert Services Private Limited activities to TQ Cert Services Private Limited.
- The organization has to accommodate the presence of Accreditation Body auditors / Trainee auditors.
- The Organization shall amend advertising matters when the scope has been changed.
- The Organization shall upon suspension or withdrawal of its certification, return the certification documents (including logo any others) and / or should discontinue its use of all advertising matter that contains reference to certification.
- The client shall inform the TQ Cert Services Private Limited, without delay, of matters that may affect its ability to conform to the certification requirements. These shall include changes in:
 - i. The legal, commercial, organizational status or ownership,
 - ii. Organization and management (e.g. key managerial, decision-making or technical staff),
 - iii. Contact address and production sites/premises,
 - iv. Modifications to the plant design and or processes or the production methods, changes in manufacturing/testing equipment and in the internal control measures which are significant in nature.
 - v. Any other information indicating that the RMC plant may no longer comply with the requirements of the certification criteria and the certification scheme.
- The client shall agree for re-audit/evaluation by the TQ Cert Services Private Limited as per the requirement of the certification scheme, in the event of changes significantly affecting its capability to comply with the requirements of the certification scheme.
- The client shall also agree for re-evaluation by the TQ Cert Services Private Limited, in the event of changes in the standards to which compliance of the plant is certified.
- In addition to the requirements as specified above the requirements specified vide clauses 6.0 (confidentiality) shall also be part of the agreement with the client.

2.3 Multisite Operations

The ORGANISATION shall be obliged to fulfil all the conditions for corporate / multi site certification if the group certification procedure for QMS / EMS is being applied.

Specifically such conditions are:

- The stipulation, creating and maintenance of a QMS / EMS shall apply to all branches / production shops/sites as applicable. This also relates to the major QMS / EMS procedures.
- The monitoring of the whole QMS / EMS shall be under centralized direction by the management representative of the head office. The latter shall be empowered to issue instructions to all branches / production sites.
- Certain functions may work centrally for all sites, e.g., product development, process development, purchasing, human resources etc.,
- The internal audits have been performed prior to the certification audit in all production shops / branches / sites.



3.0 Conditions for use of the Tq Cert Services Private Limited certification documents and marks.

3.1 TQ Cert Services Private Limited is the holder of the trade mark “TQ Cert Services Private Limited” (hereinafter called TQ Cert Services Private Limited mark) registered with NABCB of QCI. On issue of the certificate, TQ CERT Services Private Limited grants the express permission to the ORGANISATION in writing to use the TQ Cert Services Private Limited mark.

3.2 Every certified ORGANISATION may use TQ Cert Services Private Limited mark and Accreditation Body logo as specified. Permission to use the TQ Cert Services Private Limited mark and logo shall apply exclusively for the certified facility of the ORGANISATION. Use of the mark for any other facility of the ORGANISATION is not allowed. The TQ Cert Services Private Limited mark must be clearly legible and visible. The ORGANISATION shall not be entitled to make any changes, what so ever, to the mark and certificate.

3.3 Upon receipt of certification, the Organization

- shall conform to the requirements of TQ Cert Services Private Limited when making references to its certification status to any communication media such as the internet, brochures, advertising or other documents
- shall not make or permit any misleading statement regarding its certification and shall endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner
- does not use or permit the use of certification document or any part thereof in a misleading manner that would bring the Certification body and / or certification system into disrepute and lose public trust. Use of the mark / certificate shall be restricted to the ORGANISATION and may not be transferred to third parties or successors by the ORGANISATION without the express permission of the TQ Cert Services Private Limited. If such transfer is desired, a corresponding application shall be submitted. Where relevant, a fresh audit shall be conducted by TQ Cert Services Private Limited.
- shall use its certification to indicate conformity of the system to the standard and not for the approval of the products or services or processes. TQ Cert Services Private Limited mark may only be used by the ORGANISATION and in direct conjunction with the ORGANISATIONs name or company mark. ORGANISATION shall not use mark or logo on a product or product packaging as seen by the customer, in any other way that may be interpreted as denoting product conformity or TQ Cert Services Private Limited certified the product or process.
- should action be taken against the TQ Cert Services Private Limited according to the principles of product liability because of contractually wrongful use of the TQ Cert Services Private Limited mark / certificate by the ORGANISATION, the ORGANISATION shall be obliged to indemnify the TQ Cert Services Private Limited for any claims by third parties. The liabilities shall be limited to the fees charged by TQ Cert Services Private Limited. The same shall apply in cases where action is taken against the TQ Cert Services Private Limited by third parties on account of advertising claims by the ORGANISATION.



- shall not imply that certification applies to activities which are outside the scope of certification
- shall not misuse certification and / or logo which affects the reputation of the Organization and TQ Cert Services Private Limited.
- shall continue to comply and maintain the certification requirements and to continually improve the system.
- In no case, the mark shall be used to imply that the product (RMC) is certified.
- shall comply with any changes communicated
- ORGANISATION shall not use its marks for laboratory or calibration or inspection reports.
- the ORGANISATION shall be obliged to notify the TQ Cert Services Private Limited of any changes to QMS / EMS and activities including:
 - legal, commercial, organizational status or ownership
 - Key changes in the Organizational structure or Management Personnel
 - Contact addresses and sites
 - Changes in the scope of certified Management systems
 - Major changes in Management systems or processes
 - any others when required by TQ CERT SERVICES PRIVATE LIMITED
 - The logo shall not be used on the packaging of a product, labels, publicity material, written announcements etc that in any way suggests that the TQ Cert Services Private Limited or the accreditation body have certified or approved any product, process or service of the certified body or in any other misleading manner.
 - The logo shall not be displayed on vehicles except in publicity material like part of a large advertisement
 - The logo shall not be displayed on buildings and flags
 - The logo shall not be used on visiting cards

3.4 Termination of the right of use

The ORGANISATION's entitlement to use the TQ Cert Services Private Limited mark and the certificate shall end with immediate effect without the need for notice of termination if

- the certificate is suspended or withdrawn , it shall return and / or restrain using all advertising material containing references to certification documents
- the ORGANISATION fails to notify the TQ Cert Services Private Limited without delay of any changes in the circumstances of his facility which are of major importance for the certification or of any impending changes.
- wrongful use is made of the certificate,
- the result of the surveillance audits indicate that maintenance of the certificate is no longer justified,
- bankruptcy proceedings are instituted against the ORGANISATION's assets or an application for bankruptcy proceedings against him is rejected owing to lack of assets,
- surveillance audits are not possible for reasons attributable to the ORGANISATION
- the certification or maintenance of the certificate is prohibited under administrative law or by court order.



On termination of the right of use, the ORGANISATION shall be obliged to return the certificate to TQ Cert Services Private Limited.

4.0 Conditions for Maintenance of Certificate

4.1 Maintaining the Certificate of Compliance

4.1.1 ORGANISATION must at all times ensure that the requirements of reference **standard and TQ Cert Services Private Limited** are complied with; hereunder take necessary action in accordance with reported non-conformities and improvement opportunities.

4.1.2 ORGANISATION must make arrangements for all scheduled audits.

4.1.3 ORGANISATION must comply with the AGREEMENT.

4.2 Suspension or withdrawal of the Certificate

4.2.1 Failure by ORGANISATION to meet the requirements for maintaining the Certificate of Compliance in clause 1 above or the AGREEMENT may result in suspension or withdrawal of the Certificate by TQ Cert Services Private Limited.

4.2.2 The Certificate may be suspended if;

- Clients certified management system has persistently or seriously failed to meet certification requirements including for the effectiveness of management system
- The client does not allow surveillance or recertification audits to be conducted at the required frequency
- The certified client has voluntarily requested for suspension.
- If any NC is not closed or no response is received from the certified organization within a period of maximum 90 days.
- Suspension period to be intimated to client with an advice to implement the system within the specified period.
- Maximum suspension period would be 6 months, during which TQ Cert Services Private Limited to verify by audit that the client is meeting the requirements of the standard in toto.
- The standard is revised and ORGANISATION is unwilling to change.
- If the ORGANISATION ceases to supply the products, process or service for an extended period of time.

4.2.3 The Certificate may be withdrawn with immediate effect due to following reasons:

- Failure to resolve the issues that have resulted in suspension with in 6 months.
- Fully not meeting the requirements of applicable standard.
- Verifying and reporting by TQ Cert Services Private Limited that the certified organization has not taken timely corrective action on all non conformities during audit (major and minor) resulting non implementation of the systems.
- Request by the applicant / certified organization.



5.0 Duration and Termination of contract

- This agreement shall come into force when signed by both parties and shall run for a period of minimum **three** years
- This AGREEMENT shall remain in full force and effect until terminated by one of the party giving the other not less than 3 (three) month prior written notice to that effect.
- In the event of termination by ORGANISATION with no fault of TQ Cert Services Private Limited, the ORGANISATION shall reimburse TQ Cert Services Private Limited, the aggregate value of preparatory work done and expenditures incurred by TQ Cert Services Private Limited as a direct consequence of such termination, hereunder charges for TQ Cert Services Private Limited personnel already assigned to the SERVICES who can not be reassigned within the termination period.

6.0 Confidentiality

TQ Cert Services Private Limited undertakes that both for the duration of this AGREEMENT and after its termination it will; preserve and cause all TQ Cert Services Private Limited personnel and sub-contractors to preserve the secrecy of any CONFIDENTIAL INFORMATION; not disclose to any third party any CONFIDENTIAL INFORMATION except with ORGANISATION's prior, written consent; not use any CONFIDENTIAL INFORMATION other than for the purpose for which it has been disclosed to TQ CERT SERVICES PRIVATE LIMITED.

The undertaking in this clause shall continue only insofar as the CONFIDENTIAL INFORMATION in question is not; at the time of disclosure already in the possession of TQ Cert Services Private Limited, or received by TQ Cert Services Private Limited from a third party with the right to disclose such information, or now or later in the public domain, other than by an unauthorised act of TQ Cert Services Private Limited, or required to be disclosed **to relevant parties or public authorities in accordance with applicable law and should be notified**, or required to be disclosed by the relevant Accreditation Authority.

Irrespective of the provisions in this clause and (Intellectual Property Rights), ORGANISATION hereby authorises TQ Cert Services Private Limited to use CONFIDENTIAL INFORMATION for statistical and analytical purposes, even when such statistics and analysis will be published, always provided that such CONFIDENTIAL INFORMATION is made anonymous.

In addition to the requirements as prescribed in the respective accreditation standards (clause 4.5 of ISO17065:2012 and clause 8.5 of ISO 17021:2011) following requirements shall apply:

Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the TQ Cert Services Private Limited 's behalf, shall keep confidential all information obtained or created during the performance of the TQ Cert Services Private Limited 's activities. There shall be a mechanism such as obtaining signed confidentiality agreements, etc, for ensuring the same.



The TQ Cert Services Private Limited shall have available and use equipment and facilities that ensure the secure handling of confidential information (e.g. documents, records).

When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), the TQ Cert Services Private Limited shall inform its client of this action, in advance, through agreements, etc.

In case of transfer of certificate or application, when the client decides to move from one certification body to another certification body, the certification body to which the client is now moving may ask the previous certification body for information on the reasons for such movement or the performance of the client with respect to the certification requirements. The previous certification body shall be obliged to share this information within a reasonable time, not exceeding 10 days from the date of receipt of the request. Such information shall not be considered as confidential and the certification body shall inform its client of this requirement, in advance, through agreements, etc.

7.0 Intellectual Property Rights

Except as other wise agreed ORGANISATION shall have title to and the right to possession of and free right of use of the REPORT. ORGANISATION shall retain title to ORGANISATION provided items and information.

Neither ORGANISATION nor TQ Cert Services Private Limited shall have the right of use other than for the purpose of and in accordance with this AGREEMENT of any patent, copyright, proprietary right or confidential know how or trademark provided by the other party.

All rights of title to, copyright in and ownership of any items which TQ Cert Services Private Limited provides in relation to the SERVICES which are merely supplemented, enhanced, modified or adapted in the course of the SERVICES or any such item developed by TQ Cert Services Private Limited outside the AGREEMENT shall remain with TQ Cert Services Private Limited.

ORGANISATION shall save, indemnify, defend and hold harmless TQ Cert Services Private Limited from all claims, losses, damages, costs (including legal costs) expenses and liabilities of every kind arising out of any alleged infringement of any patent or proprietary or protected right arising out of or in connection with the execution of the obligations of TQ Cert Services Private Limited under this AGREEMENT or the use by TQ Cert Services Private Limited of any information, material or data supplied by ORGANISATION.

8.0 Indemnities and Limitations of Liability

For the purposes of this Clause “third party” shall mean any party which is not a member of ORGANISATION GROUP or TQ Cert Services Private Limited.

For the purposes of this Clause the expression “Consequential Loss” shall mean indirect losses and / or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit arising from or related to the performance of the AGREEMENT and



TQ Cert Services Private Limited
(formerly Food Cert India Private Limited)

Ready Mix Concrete Plant Certification Scheme

CERTIFICATION AGREEMENT

whether or not such losses were foreseeable at the time of entering into the AGREEMENT.

TQ Cert Services Private Limited shall be responsible for and shall save, indemnify, defend and hold harmless ORGANISATION GROUP from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in the respect of ;

- loss or damage to property of TQ Cert Services Private Limited whether owned, hired, leased or otherwise provided by TQ Cert Services Private Limited arising from or relating to the performance of the AGREEMENT, and
- personal injury including death or disease to any person employed by TQ Cert Services Private Limited arising from or relating to the performance of the AGREEMENT ; and
- personal injury including death or diseases or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of TQ Cert Services Private Limited.

ORGANISATION shall be responsible for and shall save, indemnify, defend and hold harmless TQ Cert Services Private Limited from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of ; Loss or damage to property of ORGANISATION GROUP whether owned, hired, leased or otherwise provided by ORGANISATION GROUP arising from or relating to the performance of the AGREEMENT ; and Personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of the duty (whether statutory or otherwise) of ORGANISATION GROUP.

Subject to clause (termination) and except to the extent of any agreed liquidated damages (including any predetermined termination fees) provided for in the AGREEMENT, ORGANISATION shall save, indemnify, defend and hold harmless TQ Cert Services Private Limited from ORGANISATION GROUP's own Consequential Loss and TQ Cert Services Private Limited shall save, indemnify, defend and hold harmless ORGANISATION GROUP from TQ Cert Services Private Limited own Consequential Loss.

Subject only to the indemnities given in this Clause, TQ Cert Services Private Limited maximum cumulative liability arising out of or related this AGREEMENT shall be limited to an amount equal to the fee paid to TQ Cert Services Private Limited by ORGANISATION under Contract for Certification Services for the relevant part of the SERVICES.

All exclusions and indemnities given under this Clause, shall apply irrespective of cause and notwithstanding the negligence or breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of any claim in tort, under contract or otherwise at law.



If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, they shall notify the other and both parties shall co-operate fully in investigating the incident.

The liability on account of non-conforming processes shall rest with the certified RMC plant

9.0 Force Majeure

Delay in or failure of performance of either Party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by fire, strike, lookout dispute with workmen, flood accident, delay in transport, shortage of fuel, default of any sub-contractor, inability to obtain material, embargo, act or demand or requirement of any government or any government department or local authority or as a consequence of war hostilities (whether war be declared or not) or to any other cause; always provided that the reason is beyond the reasonable control of the Party in question. If any such delay occurs then unless the cause thereof shall frustrate or render impossible or illegal the performance of the AGREEMENT or shall otherwise discharge the same) the Party's period of performance shall be extended by such period (not limited to the length of the delay) as the party may reasonably require to complete the SERVICES.

The affected party shall immediately notify the other party in writing of the causes and expected duration of any such occurrence.

10.0 Assignment

Neither the rights nor the obligations of any Party under this AGREEMENT may be assigned or transferred, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld.

11.0 Dispute Resolution and Governing Law

This AGREEMENT shall be governed and construed in accordance with the laws of India.

Any dispute arising in relation to or as a consequence of this AGREEMENT, which cannot be settled amicably through negotiations between the parties, shall be subject to the courts of Secunderabad, India (City, Country).

(Authorised Signatory)

Chief of Certification
TQ Cert Services Private Limited

Designation:

ORGANISATION:

Place :
Date :
Seal :