

PD-02 Rules and Regulation for Certification

1. INTRODUCTION

QUALITY ASIA CERTIFICATION PRIVATE LIMITED is a legal entity incorporated under the Companies Act 2013, in India. The main objective of the company is to offer independent third-party certification to organisations against various International Standards; (e.g. ISO 9001:2015: Quality Management System, ISO 14001:2015: Environment Management System etc.). QUALITY ASIA is directly accredited by NABCB (National Accreditation Body for Certification Bodies under Quality Council of India).

2. CRITERIA FOR GRANTING CERTIFICATION

QUALITY ASIA may grant and issue the certificate to the client under the following criterion

- The client has a documented Management system that is laid in accordance to its scope of certification and that it conforms to the requirements of the applicable Management System Standard as mentioned above.
- The Client has implemented the management system and has completed at least one cycle of internal audit and management review of the management system established.
- Both internal audit and management review have been found effective as assessed by QUALITY ASIA auditors

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- The client has paid all the dues including the certification fee
- The client shall keep a record of all complaints and actions taken and the same shall be submitted to QUALITY ASIA auditors for verification when requested.
- The client has undergone the stage-1 and stage –2 audit satisfactory and the recommendation of the audit team is favourable

3. CERTIFICATION PROCESS

3.1 CERTIFICATION AGREEMENT

On acceptance of the Quotation, the certification agreement is signed between QUALITY ASIA and the client for providing certification of the client's management system by QUALITY ASIA to the applicable international standard.

3.2 STAGE – 1 AUDIT & DOCUMENTATION REVIEW

QUALITY ASIA shall conduct a stage –1 audit at client site to verify the adequacy of documentation with respect to the requirements of the applicable standard and also to understand and gather further information on the client activities and processes including applicable statutes, to plan for the stage –2 audit. The client shall satisfactorily resolve all the observations raised in document review along with other concerns / issues highlighted during the audit and the same confirmed to QUALITY ASIA before planning the stage –2 audit.

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QUALITY ASIA shall submit a formal report to the client.

3.3 STAGE –2 AUDIT

QUALITY ASIA's audit team shall visit the client's premises, as per an agreed plan, to verify effectiveness of the client's management system in meeting the requirements of the applicable ISO and other international management system standards. QUALITY ASIA shall submit a formal report to the client.

3.4 NON-CONFORMITY REPORT

If a nonconformance is detected during audit, a Nonconformity Report shall be issued to the client. For the non-conformities raised during the audit client shall submit the correction and the corrective action (based on root cause) to QUALITY ASIA office within 20 working days from the last day of the audit. QUALITY ASIA shall verify the submitted correction and the corrective action and confirm the acceptance of the same to the client. Client shall take the correction and corrective action within the stipulated date and submit the documentary evidence to QUALITY ASIA to verify the effectiveness of action taken and accordingly to close the non-conformances.

In case of a major non-conformance, the effectiveness of action taken shall be verified at client site by a follow up visit or as communicated by the team leader on the closing day of the audit. This shall be completed within 90 days from the last day of the audit.

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In case of certification audit (fresh client) the QUALITY ASIA shall cancel the audit under the following conditions.

- Client does not submit a Corrective Action Plan for the Non-Conformity raised within 20 working days as stipulated above.
- In case of major Non-Conformity, the verification of effectiveness of corrective action is not completed within 90 days as stipulated above.


In case of certified clients QUALITY ASIA shall suspend the certificate under the following conditions:

- Client does not submit Corrective Action Plan for the Non-Conformity raised within 20 working days as stipulated above
- In case of major Non-Conformity, the verification of effective of corrective action is not completed within 90 days as stipulated above

3.5 RECOMMENDATION FOR CERTIFICATION

QUALITY ASIA shall recommend certification of the client's management system, based on the following

- QUALITY ASIA has reviewed the audit reports and has accepted the recommendations of the audit team
- The client has submitted the correction and corrective action for the non-conformities raised within the stipulated time and QUALITY ASIA has accepted the same

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- In case of a major non-conformance, the effectiveness of correction and corrective action is verified by QUALITY ASIA's auditors as agreed and the non-conformity either closed or downgraded to minor.

If the client is not recommended for certification QUALITY ASIA shall accordingly inform the client.

3.6 ISSUE OF CERTIFICATE

QUALITY ASIA shall issue the certificate against the applicable standard to the client only after the closure of all the non-conformances as stated in section 3.4.

The Certificate is the property of QUALITY ASIA CERTIFICATIONS Pvt. Ltd., and shall be produced to QUALITY ASIA as and when requested.

The certification will be valid for a period of three years from the date of approval of certification, subject to the satisfactory maintenance of the Management System as confirmed through agreed surveillance audits

3.7 SURVEILLANCE AUDIT

Surveillance audits shall be conducted regularly at the client site at least once in a year to confirm that the Client's Management

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System continues to conform to the requirements of the standard to which it is certified.

The first surveillance audit shall take place within twelve months from the last day of the stage–2 audit and failure to comply with this requirement will lead to suspension and subsequently withdrawal of certification.

For the non-conformity raised during the surveillance audit the conditions stipulated in section 3.5 shall be applicable

In the case that a surveillance audit cannot be carried out because the client's operations are affected owing to factors outside its control, e.g.: employee union strike, natural calamity, etc. the case shall be presented to QUALITY ASIA for a decision.

QUALITY ASIA shall submit a formal report to the client.

3.8 RE-CERTIFICATION AUDIT

The purpose of re-certification audit is to confirm the continued conformity and effectiveness of the client's management system as a whole and its continued relevance and applicability for the scope of certification.

The Re-Certification audit shall include site audit and shall consider the performance of the management system over the period of certification and shall also include a review of previous surveillance

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audit reports. The re-certification audit may have a stage –1 audit in situations where there have been significant changes to the management system, the client or changes to legislation.

QUALITY ASIA shall conduct the re-certification audit at least 60 days in advance to the expiration of certification so that the client has time to implement corrective actions before the expiry of the certification

For non-conformities raised during the audit, the conditions specified in section 3.4 become applicable. QUALITY ASIA shall submit a formal report to the client.

3.9 SPECIAL AUDIT

3.9.1. QUALITY ASIA shall conduct special audits under the following conditions,

- Extension of the scope of certification already granted, on the request of the client. This could be clubbed with routine surveillance audits.
- To investigate complaints received by QUALITY ASIA about the client.
- Follow up audit in case of suspension.
- Follow up audit for Major non-conformance reported in any of the audits namely, certification, surveillance and recertification
- Changes in QUALITY ASIA 's certification requirements
- Transfer of certification
- Reduction in scope as requested by the client

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- Decisions by the Certification Panel based on the results of the review of the audit reports to re-verify and confirm certain aspects of the management system.
- Addition of Sites, Change in address/location of existing sites, changes in scope of existing certified sites, removal of existing certified sites, or any changes of similar nature.
- Reduction in scope of audit.

3.9.2. In case of short notice audits to investigate complaint, response to changes and follow up of suspension, QUALITY ASIA shall select auditors from earlier audits done on the client, because of the lack of opportunity for the client to object to the audit team

3.9.3. For non-conformities raised during the audit the conditions identified in section 3.4 shall become applicable.

3.9.4. QUALITY ASIA shall submit a formal report to the client.

3.10 NOTICE OF CHANGES BY QUALITY ASIA

QUALITY ASIA shall inform the client in advance any changes to its requirements for certification and shall subsequently verify that each client complies with this requirement. It shall necessitate a special audit in certain cases.

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3.11 NOTICE OF CHANGES BY THE CLIENT

Clients shall inform QUALITY ASIA, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. These may include changes related to,

- The legal, commercial, organisational status or ownership,
- Organisation and management (e.g. changes in key managerial, decision making or technical staff).
- Contact address and sites.
- Scope of operation under the certified management system.
- Major changes to the management system and processes.
- QUALITY ASIA shall review the changes and accordingly discuss with clients for an early verification to ensure that the capability of the management system continues to fulfil the requirements of the applicable standard.

3.12 MAINTAINING CERTIFICATIONS

The Certification is maintained for a period of 3 years under the following conditions.

- The Surveillance Audits are conducted as planned and the client has demonstrated that it continues to satisfy the requirements of the management system standard as confirmed by QUALITY ASIA.
- All the non-conformance raised during previous surveillance are closed within the time frame agreed and correction and corrective actions for the non conformities raised during the

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current audit are identified and accepted by QUALITY ASIA as per conditions specified in section 3.4.

- The Internal Audit and the management reviews are conducted as scheduled and there are no issues pending.
- The client shall maintain suitable records of customer complaints and keep the records of investigation and remedial actions taken with respect to such complaints for verification by the QUALITY ASIA auditors.
- All outstanding dues to QUALITY ASIA are paid.

3.13 SUSPENDING, WITHDRAWING OR REDUCING THE SCOPE OF CERTIFICATION

a) Suspension

QUALITY ASIA shall suspend certification in cases wherein

- The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system.
- The client does not allow surveillance and recertification audits to be conducted at the agreed frequencies.
- Wishful misuse of logo & reference to certification.
- Non-compliance to submission of Corrective action as stated in section 3.4.
- Non-payment of dues to QUALITY ASIA

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The suspension shall be for a period of maximum six months and the suspended status of the client shall be publicly made available in the register of certified clients being maintained by QUALITY ASIA at its registered office. During this period the client's management system certification is temporarily invalid and the client shall discontinue the use of the logo or any reference of certification in advertising matters.

b) Withdrawal


QUALITY ASIA shall withdraw the certificate under the following circumstances.

- Failure of the client to resolve the issues of suspension within 90 days shall result in withdrawal of certification
- Other reasons like major legal complaints, companies involved in malpractices, QUALITY ASIA loses accreditation etc.
- Client voluntarily requested for a withdrawal.

Upon withdrawal of certification the client ceases to enjoy the certification status and the client shall immediately cease use and distribution of any literature, stationary etc. bearing the mark. The artwork supplied and all the original approval certificates are to be returned to QUALITY ASIA.

c) Reduction in scope of certification

QUALITY ASIA shall decide to reduce the client's scope of certification by excluding the parts not meeting the requirements, when the client has persistently and seriously failed to meet the certification requirements for those parts of the scope of

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certification. Such exclusions shall be consistent with the certification standard.

Upon request from any party, QUALITY ASIA shall provide information related to the validity of a given certificate.

3.14 CERTIFICATION AND USE OF LOGO

The certificates issued by QUALITY ASIA remain the property of QUALITY ASIA and must be returned where requested. The client is authorised to use the certificate mark or its logo in advertising as per instruction given by QUALITY ASIA at the time of issuing the certificate.

The client, while using its certification, shall ensure that it,

- Conforms to requirements of QUALITY ASIA when making reference to its certification status in communication media such as Internet, brochures or advertising or other documents.
- Does not make or permit any misleading statement regarding its certification,
- Does not use or permit the use of the certification document or any part thereof in a misleading manner,
- Upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by QUALITY ASIA.
- Amends all advertising matter when the scope of certification has been reduced,

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- Shall not use the certification information in a manner to imply that the product or service is certified. The certification mark or logo shall not be used on a product or product packaging and laboratory test, calibration or inspection reports or any form of certificates issued by educational institutions as these could be interpreted as denoting product conformity or these are deemed as products in some context.
- Does not imply that certification applies to activities that are outside the scope of its certification,
- Shall not use the certification in such a manner that would bring QUALITY ASIA and /or the certification system into disrepute and lose public trust
- Logos shall also not to be applied on visiting cards

3.15 PUBLICLY ACCESSIBLE INFORMATION

QUALITY ASIA shall make the following information publicly accessible through its web site and through documents PD.

- The activities of QUALITY ASIA
- The requirements for certification include information on the audit processes and certification process for granting, maintaining, extending, renewing, reducing, suspending and withdrawing certification.
- Certification status of clients through the register of certified clients maintained at QUALITY ASIA's office
- Appeal and complaint process.


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 QUALITY ASIA Certifications Private Limited	QUALITY ASIA CERTIFICATIONS PVT. LTD. 212, Bhera Enclave, Paschim Vihar, New Delhi-110087
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All other information shall be treated as confidential.

3.16 OBLIGATIONS OF THE APPLICANT / CERTIFIED ORGANIZATION

- The applicant / certified organisation shall continually fulfil the requirements of certification set by QUALITY ASIA for the scope for which certification has been granted including adapting changes in requirements for certification as and when communicated.
- When requested the applicant / certified organisation shall cooperate with QUALITY ASIA in the fulfilment of the requirements for certification. This shall apply to all locations included in the certification.
- The applicant / certified organisation shall provide access to information, documents and records as necessary for granting certification and maintaining certification.
- Certified organisations shall allow the personnel from the accreditation body (e.g. NABCB) access to their sites and shall provide access to information, documents and records when requested by QUALITY ASIA.
- The certified client shall claim certification only with respect to the scope for which certification has been granted.
- The certified organisation shall not use its certification in such a manner as to bring QUALITY ASIA into disrepute.
- The applicant / certified organisation shall pay fees as determined by QUALITY ASIA.

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PUBLIC DOCUMENT

- The applicant / certified organisation shall inform without delay any significant changes relevant to the certification in respect of its status or its operation related.
- Its legal, commercial or ownership status.
- The organisation, top management & key personnel.
- Resources and premises.
- Scope of certification
- Other such matters that might affect the ability of the certified organisation to fulfil requirements of certification

3.17 OBLIGATIONS OF QUALITY ASIA

- QUALITY ASIA shall make publicly available information about the status of certification that it has granted the certified organisation. The information shall be updated regularly. The information shall include the following
 - Name and address of the certified client
 - Dates of granting certification and expiry date as applicable
 - Scope of certification
 - Addition of sites
 - Changes in company's legal composition
- QUALITY ASIA shall give due notice of any changes to its requirements for certification. It shall take into account the views expressed by interested parties before deciding on the precise form and the effective date of the changes. Following a decision on, and publication of, the changed requirements it shall verify that each certified client carries out necessary adjustments

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- QUALITY ASIA shall ensure that the Management System Certification to all clients is provided independently, impartially and in a fair manner. The policies and procedures under which QUALITY ASIA operates the certification services are non-discriminatory and are administered in a non-discriminatory manner

3.18 QUALITY ASIA OFFERING OTHER SERVICE

If any client who has taken services from QUALITY ASIA with respect to either product certification (CE marking) or a specific management system certification (e.g. ISO 9001), applies for another management system certification (e.g. ISO 14001 or ISO 45001), QUALITY ASIA shall not give any special consideration to the client in terms of any financial or any concession in the requirements of new management system certification.

3.19 CHANGES IN THE SCOPE OF CERTIFICATION (CERTIFIED ORGANIZATIONS)

Under the management system certified, there is a provision for change in scope for certification and this shall be applicable to the following cases (This however does not apply to the reframing the scope to bring-in more clarity without change in the activity or the process)

- Extension in the scope (e.g. addition of a different product or new initiative/activity)

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- Reduction in the scope (e.g. discontinuing certain products or processes or activity)
- Change in the location (shifting of factory, office to new location)

The above changes can be affected only after verification and confirmation by certification body and the following requirements should be met by an organisation seeking change in scope.

The organisation has amended the management system documentation with respect to the changes and have implemented the same and have been subjected to at least one internal audit.

The change in scope can be done either with surveillance or re-certification provided the organisation informs the certification body (QUALITY ASIA) at least 30 days prior to the audit due. Any short notice requests for changes will not be entertained.

GENERAL TERMS AND CONDITIONS

- a) Termination- The client and QUALITY ASIA shall have the right to terminate this agreement at any time giving 30 days of written notice of such termination. The client shall, in case of termination, reimburse to QUALITY ASIA all the dues up to date of termination. QUALITY ASIA, if it so wishes, shall also charge a termination fee to be negotiated at the time of termination and this is in addition to the dues that are payable to QUALITY ASIA. In no case such termination fee shall not exceed 15% of the value of the agreement. All reimbursable are payable at the end of said 30 days period.

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- b) Confidentiality- QUALITY ASIA shall not disclose any information about the client or individual to a third party without the written consent of the client or the individual concerned. If QUALITY ASIA is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided.
- c) 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 an act of war, natural disaster, fire, explosion, labour dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.
- d) Law & disputes-The agreement for certification between QUALITY ASIA and client shall be governed by prevailing law in India. Any dispute arising in connection with the agreement, which cannot be settled by private negotiations between the parties, shall be subject to jurisdiction of the court of New Delhi, India only.
- e) Appeals: Client shall appeal to QUALITY ASIA in respect of the following,

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- Non acceptance of client's application for certification
- Granting, suspending, withdrawing or denying of certification

QUALITY ASIA shall deal with the appeals according to its procedure and shall be responsible for all decisions at all levels of the appeal handling process.

QUALITY ASIA shall acknowledge the receipt of the appeal and shall provide the client with progress reports and the outcome.

f) **Complaints:** QUALITY ASIA shall investigate the complaint received about the client to decide what action needs to be taken and the same shall be communicated to the client at an appropriate time. The identity of the complainant shall not be disclosed.

g) **Fees:** shall be detailed in the quotation submitted by QUALITY ASIA. Fees are charged on the basis of applicable rates at the time of submission of the quotation. QUALITY ASIA may revise the fee submitted in the quotation during the Certification period. Clients shall be notified of any change in the fee.

If any special audit is performed on the client as detailed in section 3.9, QUALITY ASIA shall charge an extra fee for such audits to cover the audit charges and other administrative costs and this shall be payable within 7 days from the date of invoice.

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Cancellation of Audit shall involve reimbursement of expenses incurred by QUALITY ASIA, if any along with administrative costs,

h) Access to the client site: The client, at the request of QUALITY ASIA, shall permit access to their sites and records for QUALITY ASIA's auditors and authorised personnel on behalf of the accreditation body to which QUALITY ASIA is accredited. The same shall be communicated to the client in advance.

i) Agreement Period: The agreement signed comes to force on and remains in force until the expiry of the certificate, unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

j) Liability: QUALITY ASIA's liability shall be limited to providing certification of the client's management system and shall not in any way be responsible for the liabilities arising out of the client's products or services.

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