



Ref no.

Date

Client name & address

Kind Attention:

Dear Sir,

Sub: - Quotation acceptance & working agreement for FSSAI 3rd Party Audit (Hygiene Rating)

Ref: - Filled in Company Information Sheet (CIS) received on dated

This offer has been prepared based on the duly filled in Company Information Sheet as referred above.

1. Scheme for which this offer is : FSSAI 3rd Party Audits (Hygiene Rating) submitted for assessment
2. Physical locations to be covered under audit : As stated in Annexure – 1.
3. Scope to be assessed : As per application
4. Number of audit days (based on CIS) : Refer Annexure-1
5. Charges: Charges will be applicable as per Annexure-1.
6. Goods and Services Tax (GST): GST shall be charged extra as applicable at the time of invoicing. The present rate of GST is 18 % and is applicable on gross invoice value.
7. Validity: This offer is valid for 14 days from the date of this offer and shall be held firm for 45 days, once the order is placed on us.
8. General Terms & Conditions: As per Annexure-2
9. The request for scheduling the dates for Assessment to be submitted in writing to AQMCS, at least Fifteen (15) days before the anticipated date along with the 50% payment as advance as per Annexure-1.
10. All correspondences in future will be addressed only to your address as mentioned in the Application form through email or by post as mentioned in the CIS or subsequently communicated to AQMCS, which shall be deemed as received by the applicant. Any change in the communication address to be communicated to AQMCS.

Thanking you and assuring you of our best services at all times.

Very Truly yours,

For Assure Quality Management Certification Services Private Limited

This is computer generated document, does not require any signature.



ANNEXURE – 1

1. Name of the Applicant:
2. Contact Person:
3. Registered Office/ Head Office:
4. Physical Location(s) to be audited:
5. Product Details:

Location / Site Address	Employees / Food Handers	Audit Man Days
Total Man Days		

6. Charges:

6.1 Audits:

S.No	Charges in :	Rupees
1	Audit & Reporting Charges	
Total Amount		

6.2 Follow up assessment: If required will be charged extra @ ----- per Manday.

To verify if corrective measures have been carried out and are effective

To verify continued compliance to scheme requirements over a period of time.

7. The fees structure is subject to change in case of any changes to the information furnished in the Company Information Sheet (CIS) or changes noticed by the Auditor during the assessment. The applicant agrees for the change in fees as communicated by AQMCS subsequently.

8. Please note your assessment will be scheduled only on receipt of charges as mentioned above in clause 6.1 in advance before requesting the scheduling of the activities. AQMCS will submit digitally signed Proforma Invoice, if required.

9. Digitally signed confirmed invoice for agreed amount along with reimbursable expenses and applicable taxes for gross value will be submitted after completion of assessment

10. Assessment charges or any other applicable charges are payable irrespective of assessment result are non-refundable.

11. All fees are exclusive of travel, Hotel stay, Food Expenses and local conveyance for the Auditors and these should be borne by the applicant or reimbursed to AQMCS by the applicant at actuals. The applicant agrees to pay all AQMCS expenses like travel, stay etc. and daily assessor's fees as invoiced by AQMCS in connection with any follow up assessment (if required) to be conducted by AQMCS.

12. Language: English language shall be used for the purpose of this agreement, audit and reporting.

Accepted

Name & Signature of Applicant



ANNEXURE – 2 General Terms and Conditions

1.0 GENERAL INFORMATION

1.1 Definitions

Unless otherwise specified the following words and expressions shall have the meanings herein assigned:

"AQMCS" means Assure Quality Management Certification Services Private Limited, its Officials, Employees, and Authorized Representatives, individually or collectively. "Services/ Deliverables" means the works as specified in the contract for the requirement of the Client. "Contract" means the agreed terms and conditions of the Client duly accepted by AQMCS "Client /Applicant" means the agency who has specified his requirement to AQMCS for seeking Services in terms of Contract. "Premises / Locations" means the offices / works / sites specified by the Client and where AQMCS has agreed to provide Services. "Considerations / Fee" means remuneration or the amounts which would become payable to AQMCS by the Client in exchange of the Services provided. "Schedule" means the time frame for providing the Services in a phased manner in terms of the Contract.

2.0 SERVICES BY AQMCS

2.1 AQMCS shall provide "Services" at "Premises". AQMCS reserves the right to decline Services or charge additionally for the Services / Premises not specified in the Contract.
2.2 The applicable Standards or Schemes shall be which have been specifically mentioned in the Contract or general good practices for meeting the requirements envisaged for providing the Services.

3.0 CONFIDENTIALITY

AQMCS will keep confidential and not use or disclose to any third party any technical information or operating data received from the Client in connection with the Services and tagged as "CONFIDENTIAL" except to the extent as may be required for the purpose of the Services or as required by law. This obligation shall survive for the duration of the Services. This obligation will not apply to any information or operating data that was in AQMCS's possession before its disclosure in connection with the Services, that is or becomes part of the public domain through no fault of AQMCS or that otherwise becomes available to AQMCS from an independent source not under a confidentiality obligation.

4.0 OBLIGATIONS OF CLIENT

4.1 The Client shall ensure that the Premises have established Quality Control System, Trained Personnel supported by requisite Resources, Tools & Tackles and Facilities commensurate with agreed Deliverables.

4.2 always fulfil the Audit requirements as specified in the document "Hygiene Rating Scheme", Audit scheme and process requirements as specified in the document "Hygiene Rating Scheme – Audit Process" and the requirements specified in this document as applicable and the changes in them as communicated by the HRAA, time to time;

4.3 make all necessary arrangements for the conduct of the Audits, including provision for examining documentation and the access to all processes and areas, records, and personnel for the purposes of initial Audit, surveillance, renewal Audit and resolution of complaints as applicable

4.4 make provisions, where applicable, to accommodate the presence of observers (e.g. assessors or trainee Auditors);

4.5 when the Audit scheme introduces new or revised requirements both in Audit criteria and Audit process requirements that affect the applicants and the certified organizations, the client ensure to implement the changes in its systems, necessitated by these changes.

4.6 client shall inform the FSSAI/AQMCS/regulatory body, and during the contract period to the HRAA, without delay in the event of any of the following:

4.6.1 change & /or modifications of premises.

4.6.2 Major changes in the internal control measures

4.6.3 Major changes in the system which could have bearing on implementing Good Hygienic Practices and good manufacturing practice as per schedule IV of FSS (licensing and registration) regulation, 2011 and amendment there to of FSSAI.

4.7 The Client shall ensure safe working environment, security and safety of AQMCS's personnel at all times during Services provided by AQMCS at various Premises / Locations.
4.8 Upon completion of the Contract the Client shall, within 15 days of such completion, issue completion certificate stating that AQMCS has satisfactorily completed its obligations and AQMCS shall not be liable for any claims whatsoever.

4.9 AQMCS provide the clear information to FSE about status of hygiene audit & deliver the Hygiene rating certificate with details rating as released from FSSAI portal on basis of audit objective evidence. FSE should not make or permit any misleading subjective statements for different interpretation regarding hygiene rating audit and not use or permit the use of audit documents/reports or any part thereof in a misleading manner. It also identifies the aspects that would be considered as misleading and unauthorized in accordance with relevant Hygiene Rating Scheme

Misuse of FSSAI logo and name

Communication incomplete information about status of FSE hygiene rating

100% safe FSSAI certified

Product audited & declare as safe by FSSAI or HRAA are misleading aspect not allow to use by FSE

this agreement legally binding of FSE to comply the guidance document requirement of hygiene rating scheme of FSSAI and QCI as applicable

5.0 LIABILITY AND LIMITATION

5.1 AQMCS undertakes to make every effort and to exercise due care and skill in the performance of its agreed Services. In providing such Services AQMCS does not substitute or take up the responsibility of Client, Applicant, Manufacturers, Vendors, Suppliers, Contractors or Owners who notwithstanding its interventions are not released from any of their obligations whatever their nature.

5.2 In case of shortfall of performance of Services for reasons solely attributable to AQMCS, damages may be levied by the Client which shall be limited to a sum not exceeding 10% of the fee paid to AQMCS for the specific Service that was rendered for that particular assignment, activity or part thereof which lead to such action.

5.3 AQMCS shall not, on any account whatsoever, be liable for any consequential damages / loss / expenses arising out of the Services provided to the Client.

5.4 AQMCS shall not be liable or responsible for negligence or otherwise to any person not a party to the Contract. Nothing in these Terms and Conditions creates rights in favor of any person who is not a party to the Contract with AQMCS.

6.0 INDEMNIFICATION

Both AQMCS and the Client shall indemnify and hold harmless each other and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, liabilities, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property, arising during the execution of this Contract by reason of the negligence and willful misconduct of the AQMCS / Client or its subcontractors, or their employees, officers or agents.

7.0 FORCE MAJEURE

Neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force Majeure, which arises after the date of the Contract. Each party shall be responsible for the respective costs incurred by such party as a result of, or in relation to the occurrence of an event of Force Majeure or in respect of the actions to be taken by the Affected Party in respect thereof.

8.0 ARBITRATION / JURISDICTION

8.1 Parties shall resolve their outstanding issues on mutual consent. In case no agreement is reached such disputes may be taken up at individual Parties' Corporate level for amicably resolving the same.

8.2 If settlement is not reached, the matter may be referred to Arbitration under provision of Arbitration Act, 1996.

8.3 The jurisdiction of the Court shall be at Chandigarh and shall be governed by Indian Laws.

9.0 TERMINATION

9.1 Termination by Client

Client has the right to terminate the Contract. In such event AQMCS is entitled for reimbursement of fee and expenses to the extent of actual Services provided on pro rata basis up to the date of termination. Such payment shall not be withheld by the Client beyond a period of 30 days from the date of termination.

9.2 Termination by AQMCS



AQMCS 1172, Sector-11, Panchkula-134109, tri-city-Chandigarh – India, www.aqmcs.com

AQMCS shall have the right to terminate the Contract if any of the following conditions have not been fulfilled (i) Client has failed to specify the Premises under the provisions of the Contract (ii) If adequate facilities are not available at the specified Premises as fit for providing Services by AQMCS (iii) Client has failed to make payments / or failed to reimburse the expenses in time.

10.0 INVOICING AND PAYMENT

10.1 All payments shall be released to AQMCS within 30 days of submission of Performa invoice or as per the terms of the Contract. Any deficiency in the invoice shall be communicated to AQMCS within 10 days.

10.2 In case of error / omission / dispute in the invoice, the Client shall pay the undisputed portions of the invoice first. Balance payment shall be released within 7 days of submitting clarifications by AQMCS.

10.3 In case payments are delayed beyond the periods specified in the Contract, AQMCS is entitled for interest charges @ 15% p.a. for the outstanding amount.

10.4 AQMCS reserves the right to withhold issue of certificates / report or withdraw Services in the event of delays in release of payments.

10.5 In case of "fixed price contract" Parties shall mutually agree for a billing schedule to enable release of payment to AQMCS proportionate to the Services provided by AQMCS.

11.0 APPLICABLE TAX

The lump sum fee / the man-day rates specified in the Contract are exclusive of Goods and Service Tax (GST). This rate / fee is also exclusive of any new imposition / statutory variations as and when added by the Government.

12.0 COMPLAIN AND APPEAL

12.1 AQMCS have documented system to handle complain as received as per AQMCS procedure for complain.

12.2 Appeals against the decision of the HRAA can be made only to FSSAI and the final decision on Appeals will be made by FSSAI.

Investigation and decision on appeals shall not result in any discriminatory actions

Name & Signature of Applicant

Note: Any clarification / further information may be contact at aqmcs@aqmcs.com