



# EQUALITAS SYSTEMCERT PVT. LTD. CERTIFICATION AGREEMENT

## **1.0 Criteria for Granting Certification:**

ESCPL may grant and issue the certificate to the client under the following criterion

- a) The client shall fulfill the certification requirements, including implementing appropriate changes when they are communicated by the ESCPL.
- b) If the certification applies to ongoing production, the certified product continues to fulfill the product requirements.
- c) The client shall make all necessary arrangements for
  - 1) The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors.
  - 2) Investigation of complaints
  - 3) The participation of ESCPL observer's, accreditation board members or any other, if applicable;
- d) The client shall make claim regarding certification consistent with the scope of certification
- e) The client does not use its product certification in such a manner as to bring the ESCPL into disrepute and does not make any statement regarding its product certification that the ESCPL may consider misleading or unauthorized.
- f) Upon suspension, withdrawal, or termination of certification, the client shall discontinue using certification status from of all advertising that contains any reference to certification. ESCPL takes action as required by the certification scheme. Client to return all certification documents within 10 days of such notification.
- g) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
- h) In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the ESCPL and/or as specified in this certification agreement.
- i) The client shall comply with requirements that are prescribed in the certification scheme relating to the use of marks of conformity on information related to the product.
- j) The client shall keep a record of all complaints relating to compliance with certification requirements and action taken and makes these records available to the ESCPL when requested,
- k) The client shall inform the ESCPL, without delay, of changes that may affect its in ability to conform with the certification requirements.

## **1.1 Criteria for Refusing Certification-**

### **ESCPL will refuse client Certification under following circumstances**

- a) Customer do not have a documented management system that meets applicable standard or other normative documents.
- b) One internal Audit and management review cycle has not been completed and non-conformity's, if any have not been corrected.
- c) The applicant does not meet the criteria of certification and all major non-conformities, if any found during assessment have not been closed. For minor NC's corrective action has not been taken or planned has not been received.
- d) There are adverse reports/information/complaints with the ESCPL about the applicant regarding the quality and effectiveness of implementation of system as per ESCPL Contract terms and schemes for registration.
- e) The applicant has not paid all the fees.

## **1.2 Criteria for Restoring Certification**

After receiving successfully the compliance of reasons of suspension in writing by suspended companies, The suspense will be revoked. For this purpose an audit may be conducted (if necessary) to conform the elimination of the suspension reasons by ESCPL.

## **1.3 Criteria for Expanding Certification**

In order to expand the scope of a certification covering additional sites, products, process or services, The certificate holder will be required to complete a new questionnaire ,The cost of expanding the scope of registration will be based on the nature and programme of work.

## **2.0 Certification Process**

### **2.1 Certification Agreement**

On acceptance of the Application and Quotation, this certification agreement is signed between ESCPL and the client for providing certification of RMCPCS by ESCPL.

### **2.2 Documentation Review**

ESCPL shall conduct a Document review to verify the adequacy of Application with respect to the requirements of the RMCPCS and also to understand and gather further information on the client activities and processes including applicable statues, to plan for the Certification Audit. The client shall satisfactorily resolve all the observations raised in document review along with other concerns / issues highlighted during the Document Review and the same confirmed to ESCPL before planning the Certification audit.

### **2.3 Certification Audit**

ESCPL'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 standard. ESCPL shall submit a formal report to the client.

The ESCPL shall ensure that the applicants are not misusing the certification mark in any way prior to grant of certification.



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## 2.4 Non-Conformity Report

Non Conformity	Description	Time frame for closure
<b>Critical</b>	Non compliance with a requirement which indicates serious failure of the plant's capability to produce and deliver RMC to meet the customer Requirements	Within 15days. Corrective Actions shall be submitted to ESCPL within 10 days. Onsite verification to be undertaken within 5 days and decision Taken either to close the NCs or suspend certification
<b>Major</b>	Non Conformity regarding Management System requirement which does not allow the production and delivery process to meet the customer requirements (applicable to ISO 9001 requirements only as defined by ESCPL), or As given in the Criteria for classification below	Within 1 month. Evidences of closure shall be provided to the ESCPL; verification to be done on site
<b>Minor</b>	Non compliance with a requirement which does not compromise either the overall Management system effectiveness or the production and delivery process	Within 3 months; Evidences of closure shall be provided to the ESCPL; verification to be Done inthe following surveillance audit

## 2.5 Recommendation for Certification

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

- (a) ESCPL has reviewed the audit reports and has accepted the recommendations of the audit team
  - (b) The client has submitted the correction and corrective action for the non conformities raised within the stipulated time and ESCPL has accepted the same
  - (c) In case of a major non-conformance, the effectiveness of correction and corrective action is verified by ESCPL's auditors as agreed and the non-conformity either closed or downgraded to minor.
- If the client is not recommended for certification ESCPL shall accordingly inform the client

## 2.6 Issue of certificate

ESCPL shall issue the certificate against the applicable standard to the client only after the closure of all the non-conformances as stated in section 2.5 of this agreement.

The Certificate is the property of Equalitas Systemcert Pvt. Ltd., and shall be produced to ESCPL 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

## 2.7 Surveillance Audit

Two types of surveillance audits shall be carried out every Six monthly.

- a) Planned Surveillance Audits
- b) Surprise Audits (with a short notice of 3 days)

Records kept by the client in respect of the complaints received and their resolution shall be verified by the certification body during the surveillance visits to the client's premises.

## 2.8 Frequency

ESCPL shall ensure more stringent control on production and delivery processes and monitor the effective implementation of the Certification Scheme, the frequency of surveillances shall be as follows:

Surveillance Audit shall be conducted within every six month period with at least one.

Surprise Audit in a year. The Surprise can be in addition to Surveillance audit shall be one of the two Surveillance audits to be carried out in a year. Surveillance shall normally be held within the defined period and a delay of maximum one month beyond the due date shall only be allowed in exceptional circumstances. Any further failure to conduct surveillance shall result in suspension of the certificate.

## 2.9 Special Audit

ESCPL shall conduct special audits under the following conditions,

- (a) Extension to the scope of certification already granted, on the request of client. This could be clubbed with routine surveillance audit.



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- (b) To investigate complaints received by ESCPL about the client.
- (c) Follow up audit in case of suspension or major non-conformity raised in any audit.
- (d) Changes to ESCPL's certification requirements.

For non-conformities raised during the audit the conditions identified in section 2.5 of this agreement shall become applicable. ESCPL shall submit a formal report to the client.

## **2.10 Notice of Changes by ESCPL**

ESCPL 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.

## **2.11 Notice of Changes by the client**

### **2.11 Duty of Information**

**2.11.1** The certified RMC plant shall inform the ESCPL of any change which include following :

- 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.

**2.11.2** The client shall agree for re-audit/evaluation by the certification body 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.

**2.11.3** The client shall also agree for re-evaluation by the certification body, in the event of changes in the standards to which compliance of the plant is certified.

### **Treatment of information**

On receipt of information at 2.11.1 a above, ESCPL shall suspend certification of the certified plant with immediate effect. The certified plant shall be subject to an evaluation at the new site like certification audit of an applicant. If the evaluation is satisfactory, ESCPL shall transfer the Certificate to the new location and the suspension of the RMC plant shall be revoked. ESCPL shall endorse the change of premises on the Certificate. In case of an applicant changing location, a fresh evaluation at the new site shall be carried out.

In the event of 2.11.1.b above, the plant shall provide necessary documentary evidence to ESCPL. The new management of the organization shall submit its acceptance of the agreement for certification with ESCPL. The same process shall be followed as and when an existing applicant undergoes a change in management. This shall not call for a visit to the production site.

In the event of 2.11.1.c above, the applicant/certified RMC plant shall inform the change in the name to ESCPL supported with documentary evidence, and if satisfied ESCPL shall endorse the Certificate in the new name.

In case of transfer of certificate or application, when the client decides to move from one certification body to ESCPL, and ESCPL or from ESCPL to other body, the certification body may seek 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.

## **2.12 Maintaining Certifications**

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

- (a) Always 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 "RMCPSC Certification Process" and the requirements specified in this document as applicable and the changes in them as communicated by the certification body, time to time;
- (b) The certified RMC Plant and its processes always fulfils the certification requirements
- (c) The liability on account of non conforming processes shall rest with the certified RMC plant
- (d) 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.
- (e) The client shall make claims regarding certification only in respect of the location and the scope for which certification has been granted.
- (f) The client shall endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner



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(g) Keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to the ESCPL for its verification. The client shall also agree to take appropriate action with respect to such complaints and any deficiencies found in products/process in accordance with the requirements of the Scheme

(h) The client shall inform the CB, 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.

(i) Records kept by the client in respect of the complaints received and their resolution shall be verified by the ESCPL during the surveillance visits to the client's premises.

(j) The client shall agree for re-audit/evaluation by the ESCPL 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.

(k) The client shall also agree for re-evaluation by the ESCPL, in the event of changes in the standards to which compliance of the plant is certified.

(l) In addition to the requirements as specified above the requirements specified vide clauses 2.5 (confidentiality) shall also be part of the agreement with the client.

(m) The Surveillance Audits are conducted as planned and the client has demonstrated that it continues to satisfy the requirements of the RMCPCS as confirmed by ESCPL.

(n) 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 current audit are identified and accepted by ESCPL as per conditions specified in section 2.5 of this agreement.

(o) The Internal Audit and the management reviews are conducted as scheduled and there are no issues pending.

(p) 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 ESCPL auditors.

(q) All outstanding dues to ESCPL are paid

## **2.13 Suspending, Withdrawing the scope of certification**

### **(a) Suspension**

ESCPL shall issue instructions to the certified RMC plant for suspension of certification when

- a) a critical NC is raised during any surveillance audit and not resolved within 15 days
- b) the major NCs issued are not closed in timelines prescribed
- c) repeated major NCs are raised in consecutive surveillance assessments
- d) there is failure to organize a surveillance audit within the specified time period
- e) there is non payment of outstanding dues
- f) any major changes have taken place in the legal status, ownership, name etc without prior information to ESCPL
- g) any wilful misuse of the logo of the Scheme is detected
- h) any wilful false declaration in the application form or otherwise is detected
- i) excessive or serious complaints against the RMC plant's production or management system are received and are found to be valid
- j) the RMC plant voluntarily requests a suspension. Such request must be submitted in writing to ESCPL along with the reasons. ESCPL may decide to accept the request but may not allow the client to revoke suspension on its own.

ESCPL shall issue due notice of at least one week for suspension of certification to the RMC plant. In case of critical NCs, the notice may not be required.

On receipt of instructions for suspension of certification, the certified plant shall suspend claiming RMC certification with immediate effect.

ESCPL shall revoke suspension only when Corrective actions have been taken and verified by the certification body.

Suspension shall not exceed a period of six months. The RMC plant's inability to resolve issues relating to suspension within this period shall lead to withdrawal of certification after due notice of 15 days is given



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## **(b) Withdrawal**

ESCPL shall withdraw the certificate when

- a) Certified unit contravenes the terms and conditions of certification and provisions of the RMC Plant certification scheme
- b) RMC Plant is not conforming to the requirements of the Certification Criteria and the corrective actions taken are not ensuring compliance,
- c) the proposed plan for corrective actions will take a considerable time beyond 6 months for implementation;

ESCPL shall withdraw the certificate at the request of the certified plant, if the operation(s) in the certified plant premises can no longer be carried due to reasons of natural calamities such as flood, fire, earthquake etc, lock out declared by the management, or closure of business operations etc.

If certification is terminated (by request of the client), suspended or withdrawn, scope of certification is reduced the ESCPL takes actions make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified. Reduced scope of certification or termination, as the case maybe is clearly communicated to the client and clearly specified in certification documentation and public information.

Requirements of ISO 17065:2012 clause no 7.4, 7.5 or 7.6, should be fulfilled.

## **2.14 Certification and Use Of license, certificate, Logo and marks of conformity**

ESCPL shall exercise the control as specified by the certification scheme over ownership, use and display of licenses, certificates, marks of conformity, and any other mechanisms for indicating a product certified.

Incorrect references to the certification scheme, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action. Such as suspension or, withdrawal of certificate.

For Action for this Ref- PCP-11 Procedure for Granting or Refusing, Expanding or Reducing, Suspending or restoring, Withdrawing or Renewing of Certification

ESCPL will suspended processing of the application in case applicants found misusing the certification mark in any way prior to grant of certification.

Following conditions shall apply for use of RMC Plant Certification Mark

- a) The RMC Plant certification mark shall not be used in a manner to imply that the product (ready mixed concrete) is certified. The Mark shall not be displayed on RMC transportation vehicles. The plants can however display on the vehicles the statement "It has been produced in an RMC plant certified under the RMC Plant Certification Scheme".
- b) It shall be used on the Delivery Tickets/Challans (as per scheme requirement accompanying each supply of RMC and will carry minimum information as address in RMC plant certification Number, Certification Marks along with CB Logo.
- c) The RMC Plant Scheme Certification Mark however shall not be used on other documents accompanying the supply like Test Certificate, etc.
- d) The Certification Mark may be used in publicity material, pamphlet, letter heads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme, the Certification Mark, etc.
- e) The RMC plant may also use the RMC certificate issued by the ESCPL as part of publicity material.
- f) While using the above documents care shall be taken to ensure that the Mark is used only with respect to the RMC plant certified and it shall not give impression that the non-certified, individual plants of a cluster or a company are also certified.
- g) The certified RMC Plant shall not make any misleading claims with respect to the Certification Mark.
- h) It shall not use the Certification Mark in such a manner as to bring the Scheme Owner, QCI, into disrepute.
- i) The RMC plant, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form.
- j) The RMC plant, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.



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k) In case the Certification Mark is observed to be used by a certified RMC plant contrary to the conditions specified, suitable actions shall be taken by the ESCPL in accordance with the relevant requirements of ISO 17065 and those specified in the documents "RMC PCS Certification Process" and "RMC PCS Requirements for Certification Bodies". Depending upon the extent of violation, the suitable actions may range from advice for corrective actions to withdrawal of certification especially in situations of repeated violations. In case the certified RMC plant does not take suitable action to address the wrong use of the Certification Mark, the ESCPL may suspend/withdraw the certification.

l) If a certified RMC plant's certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified RMC Plant's responsibility to discontinue the use of the Certification Mark from the date from which the certificate stands suspended, cancelled, and withdrawn or discontinuation comes into force. The ESCPL that have certified the RMC plant needs to ensure compliance as stated above

m) The certified RMC plant shall sign a legally enforceable agreement with the ESCPL, on behalf of QCI whereby it is allowed to use the Certification mark after agreeing to all the relevant conditions as described in this document.

The certified RMC plant shall pay an annual fee per plant to QCI, for the use of RMC Plant Certification Mark as prescribed from time to time. This payment shall be made to its ESCPL for onward submission to QCI.

Further Refer to PC-PD-02 for Detail.

## **2.15 Publicly Accessible Information**

ESCPL shall make the following information publicly accessible through its web site and through documents PD-01& PD-02.

- The activities of ESCPL
- The requirements for certification including 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 ESCPL office
- Appeal and complaint process.

All other information shall be treated as confidential.

## **2.16 Obligations of the applicant / certified organization**

The applicant / certified organization shall commit to fulfill continually the requirements of certification set by ESCPL for the scope for which certification has been granted including adapting changes in requirements for certification as and when communicated

- (a) When requested the applicant / certified organization shall cooperate with ESCPL in the fulfillment of the requirements for certification. This shall apply to all locations included in the certification
- (b) The applicant / certified organization shall provide access to information, documents and records as necessary for granting certification and maintaining certification
- (c) Certified organization shall allow the personnel from the accreditation body (e.g. QCI) access to their sites and shall provide access to information, documents and records when requested by ESCPL
- (d) formation, documents and records when requested by ESCPL
- (e) The certified client shall claim certification only with respect to the scope for which certification has been granted
- (f) The certified organization shall not use its certification in such a manner as to bring ESCPL into disrepute
- (g) The applicant / certified organization shall pay fees as determined by ESCPL
- (h) The applicant / certified organization shall inform without delay any significant changes relevant to the certification in respect of its status or its operation related
  - i) Its legal, commercial or ownership status
  - ii) The organization, top management & key personnel
  - iii) Resources and premises
  - iv) Scope of certification
  - v) Other such matters that might affect the ability of the certified organization to fulfill requirements of certification

## **2.17 Obligations of ESCPL**

(a) ESCPL shall make publicly available information about the status of certification that it has granted the certified organization. The information shall be updated regularly. The information shall include the following

- i) Name and address of the certified client
- ii) Dates of granting certification and expiry date as applicable
- iii) Scope of certification

ESCPL 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

## **3.0. GENERAL TERMS AND CONDITION**

**(a) Termination-** The client and ESCPL 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 ESCPL all the dues up to date of termination. ESCPL, 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 ESCPL. 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-** ESCPL shall not disclose any except for information that client makes publicly available about the client or individual to a third-party including accreditation board etc. without the written consent of the client or the individual concerned. If ESCPL 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.

Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) shall be treated as confidential.

**(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, labor 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 ESCPL 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 referred to arbitration as per the Indian Arbitration Act, subject to Delhi jurisdiction. The decision of the arbitration shall be binding for the both parties

**(e) Appeals:** Client shall appeal to ESCPL in respect of the following,

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

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

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

(r) **Complaints:** ESCPL shall investigate the complaint received about the client to decide what action need 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**

A fee to be charged to the organization for various activities of the certification scheme, without any discrimination between units, geographical location, size of the unit.

ESCPL fee structure shall be publicly accessible and also be provided on request.

ESCPL shall notify and obtain consent to its fee structure from the organizations prior to grant of certification. As and when the fee undergoes a change, the same shall be communicated to all including applicants and the RMC plants certified under this scheme of certification for their acceptance.

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

**(i) Agreement Period :** This agreement comes to force on and remains in the 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:** ESCPL'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.

The **EQUALITAS SYSTEMCERT PRIVATE LIMITED**, certification body, having its its Corporate/ Operational offices at UGF-01, Ansal Plaza-1, Chiranjiv Vihar Ghaziabad, U.P -201002 (INDIA), hereinafter referred to as ESCPL, hereby agrees to **M/S \_\_\_\_\_ (Client Name)** having its Plant Address at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the client, to certify the client's Audit at \_\_\_\_\_ No. of Sites against the QCI Scheme \_\_\_\_\_ on the conditions of the above (P1-P5) certification agreement.

**For Multiple Sites (as per IAF MD 1:2018) please give details on EF-04A**

**Signed by Authorized Representatives of ESCPL and the Client Organization**

**For EQUALITAS SYSTEMCERT PRIVATE LIMITED**

**For the client:.....**

Date: \_\_\_\_\_

Date \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_



# EQUALITAS SYSTEMCERT PVT. LTD. CERTIFICATION AGREEMENT

Company Seal

Company Seal