

PROCEDURE

DOC.NO. AMR-ID-5.1-01

ISSUE 02

REVISION 02

15 SEPTEMBER 2024

PROCEDURE FOR DESCRIBING CONDITIONS FOR PROVISION OF INSPECTION/AUDITING SERVICES

1. PURPOSE

To ensure application of contractual conditions during the operation of inspection/Auditing system

2. SCOPE

This covers AMR Inspection/Audit Scheme operated in accordance with ISO/IEC 17020:2012/QCI/PADD/HRAA_ Requirements /Ver. 2_Oct _2022

3. RESPOSIBILITY

- 3.1 CEO- He is responsible for defining the responsibilities and obligation of the AMR and the clients.
- 3.2 In charge ID- He as Deputy Technical Manager (DTM) will ensure implementation of the procedure.

4. PROCEDURE

- 4.1 AMR operates is registered Private Limited Company and is a legal entity responsible for all its inspection/Auditing activities.
- 4.2 AMR-ID is a part of registered Company deemed to be a legal entity on the basis of its status.
- 4.3 AMR-ID is a part of a legal entity. AMR is involved in activities other than inspection/Audit which is identifiable within that entity (See Fig.01 in QM).
- 4.4 AMR-ID undertakes activities for which it is competent. The general field and range of inspection/Audit and stages of inspection/Audit including design stage, type examination, initial inspection/Audit, and surveillance as the case may be are defined in the regulations. The main criteria of inspection/Audit are the regulations, standards or specifications containing the requirements against which the inspection/Audit is performed.
- 4.5 AMR-ID operates two inspection/Audit schemes:
 - a) Inspection of Food Business Operators
 - b) Inspection of food service establishment
 - c) Hygiene Rating Audit

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- **4.6** AMR-ID has adequate provision considering the risks associated with the performance of inspection/Audit activities (See AMR-ID-P4.1-01). For AMR inspection staff, insurance cover is provided as a part of service conditions as per the service rules.
- 4.7 AMR-ID has described the contractual conditions under which it provides the inspection/Audit and as these are mandated by Food Safety and Standards Authority of India (FSSAI)- Schedule 4-Food Safety Standards (Licensing and Registration of Food Businesses) Regulation 2011/QCI/PADD/HRAA_ Requirements /Ver. 2_Oct _2022
- 4.8 All Inspectors/Auditors are Monitored onsite by Technical Manager once in a three Year and also inspection/Audit reports are reviewed by technical Manager and appropriate corrective actions (if required) are taken.
- 4.9 Contract and work order are reviewed by technical Manager and adequate resources are assigned for contact/work order to meet contact/work order requirements.

4.10-.Payment

The holder of the licence agrees to pay to AMR-ID for all expenses including sampling, test, assessment and administration costs. Payment becomes due within 30 days from the date of invoices. (Assessment fees is any part is independent / not related with the outcome of assessment- AMR-ID will not entertain such enquiry/ tender where the condition is only successful outcome, payments will be made)

Since most of the activities of AMARK are performed under regulations and work scope established through these regulations. In some cases, individual contracts are executed (See Annex A).

5. REFERENCES

AMR-ID -P7.1-01 Procedure for Inspection of food business operators
AMR-ID -P7.1-02 Procedure for Inspection of service establishments
Food Safety and Standards Authority of India (FSSAI)- Schedule 4-Food Safety Standards
(Licensing and Registration of Food Businesses) Regulation 2011

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Annex A

CONTRACTUAL INSPECTION AGREEMENT

1. Impartiality in operation

The license holder and AMR-ID ensue transparency and impartiality in inspection/Auditing activities. Inspection/Audit staff has to give impartiality undertaking to be impartial.

2. Confidentiality in operation

- 2.1 The AMR-ID ensures that confidentiality is maintained by all personnel involved on its behalf concerning all confidential information with which they become acquainted as a result of their contacts with the licensee. Inspection/Audit staff has to give confidentiality undertaking to keep information coming before him during inspection/Audit
- 2.2 AMR-ID is required by law or authorized by contractual commitments to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.
- 2.3 Information about the client obtained from sources other than the client (e.g. complainant, regulators) shall be treated as confidential.

3. Rights and obligations of licensee

- 3.1 The holder of the licence makes all necessary arrangements for the conduct of the inspection/Audit including provision for examining documentation and records.
- 3.2 The holder of the licence agrees that the persons representing AMR-ID will have unobstructed access without prior notification to the premises for inspection/Audit.
- 3.3 The holder of the licence when provides copies of the documents to others, the documents shall be reproduced in their entirety and not partially which may lead to confusion or misunderstanding.
- 3.4 The holder of the licence when making reference to its inspection/Audit in communication media such as documents, brochures or advertising, it should be in line with the requirements of the inspection/Audit scheme;

4. Changes in the organization

The holder of license undertakes to inform AMR-ID without delay, the changes relating to legal, commercial, organizational status such as key managerial, decision-making or technical staff or ownership, contact address and agrees for any verification by AMR-ID when necessary.

5. Requirements to be complied by the FEs as mentioned in the following:

- a) Fulfilling the scheme requirements as specified in the "Hygiene Rating Scheme", and the changes notified by AMR-ID, time to time;
- b) Make all necessary arrangements to conduct 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.
- c) Make provisions, where applicable, to accommodate the presence of observers (e.g. QCI assessors or trainee auditors).
- d) When the HR scheme introduces new or revised requirements both in audit criteria and audit process requirements that affect the applicants and the rated FEs, the FEs should implement the changes in its systems, necessitated by these changes.

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- e) The FEs should inform to AMR-ID during the contracted period, without delay in the event of any of the following:
 - i. Changes and / or modifications of premises.
 - ii. Major changes in the internal control measures
 - iii. Major changes in the system which could have bearing on implementing the pre requisites such as Good Manufacturing Practices (GMP) and Good Hygienic Practices (GHP) as per the Schedule IV of FSS (Licensing & Registration) Regulations, 2011 and amendments thereto of FSSAI.

6. Complaints

The holder of the licence agrees to keep a record of complaints and action taken of any complaints regarding those aspects of the inspection/Audit covered in the licence and to report to AMR-ID upon request for verification.

7. Payment

- i. The fee has been charged to the FEs in a non-discriminatory manner.
- ii. AMR-ID's fee structure has been publicly accessible (<u>www.amarkratings.com</u>) and also be provided on request of the FEs.
- iii. AMR-ID is notifying and obtains consent to its fee structure from its client / FEs prior to grant of audit. As and when the fee undergoes a change, the same should be communicated to its clients including applicants and the FEs already rated for hygiene rating scheme for their acceptance.

The holder of the licence agrees to pay to AMR-ID for all expenses including sampling, test, assessment and administration costs. Payment becomes due within 30 days from the date of invoices. (Assessment fees is any part is independent / not related with the outcome of assessment- AMR-ID will not entertain such enquiry/ tender where the condition is only successful outcome, payments will be made)

7. Liability

All parties shall be bound by the legal requirements of liability in India.

Signature (A-MARK)

Signature Company Name)

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