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TERMS AND CONDITIONS FOR CERTIFICATION SERVICE

1.0 Introduction

- 1.1 Element Construction Testing (S) Pte Ltd (ELEMENT) is a Company established in 2008 as a testing laboratory and certification body to provide clients with certification services in ready mixed concrete production. It is in the process of obtaining national accreditation, in compliance with requirements of CT29 – SAC Criteria for Product Certification Bodies (Precast Concrete Products).
- 1.2 Upon accreditation, ELEMENT will be a Certification Body to certify products and award certification under the SAC schemes to organizations through the Product Certification Department in accordance with the procedures. The General Manager can authorize the execution of audits on site; arrange Impartiality Committee meetings and granting of certificates. He may delegate any of his functions to competent individuals whom he appoints subject to conditions imposed by ELEMENT.
- 1.3 ELEMENT operates the Scheme under the accreditation of the SAC, using normative accreditation guidelines such as ISO/IEC 17065, European Standard BS EN 13369: 2018, SAC CT 29 and SAC CT 30.

2.0 Definitions

The Scheme	A scheme (including a Certification Scheme) to be operated by ELEMENT for certifying organisation as having a Management System or a product that is in accordance with the appropriate international standards or other relevant normative documents
Product Scheme	A scheme which has been established for the certification of products within certain areas of production and special procedures.
Accreditation	The organizational structure, responsibilities, procedures, processes and resources for implementing quality management
Accredited Certification Body	A certification body accredited by SAC for activities to comply with SAC accreditation criteria
SAC	Singapore Accreditation Council
ELEMENT	Element Construction Testing (S) Pte Ltd
Applicant	A company, organisation or person that has applied for but has not yet been granted a Certificate
Organization	A firm, body corporate or unincorporated
Certified organization	A firm, body corporate or unincorporated which has been granted a Certificate
Certificate	A certificate issued by ELEMENT endorsed by the General Manager of ELEMENT which recognises that the products

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provided by the organisation having been audited / evaluated by ELEMENT is in accordance with these Terms and Conditions for Certification Service

3.0 Certification Process

3.1 Evaluation

- 3.1.1 An Applicant shall be assessed by ELEMENT and classified into four Classes, i.e. PCW1, PCW1A, PCW2 or PCW3 according to the assessment criteria shown below:

Classification Criteria

Requirements	PCW1	PCW1A	PCW2	PCW3
Precast Contract Track Record (3 years)	\$30M & above	\$30M & above	\$5M but less than \$30M	Less than \$5M
Precast Yard Facilities (Covered production area for precast structural works)	Min. 6,000m ² of covered production area for structural works (exclude storage and office/ administration area)	Min. 10,000m ² of covered production area for structural works (exclude storage and office/ administration area)	Min. 3,000m ² of covered production area for structural works (exclude storage and office/ administration area)	Min. 1,000m ² of covered production area for structural works (exclude storage and office/ administration area)
Professional Staff ⁽¹⁾	2	2	1	0
Supervisory Staff ⁽²⁾	4	4	2	1
Technical Staff ⁽³⁾	8	8	5	3
Management System	ISO 9001	ISO 9001	ISO 9001	ISO 9001
Quality Control Regime	BS EN 13369	BS EN 13369	BS EN 13369	BS EN 13369

⁽¹⁾ Professional Staff shall possess a recognized degree in Civil & Structural Engineering or equivalent qualifications approved by Professional Engineers Board or a degree in Civil & Structural Engineering from universities listed in Building Control Act and Regulations.

⁽²⁾ Supervisory Staff shall possess a technical qualification with a polytechnic diploma in Architecture Building, Civil Structural Engineering, Built Environment or a National Certificate in Construction Supervision (NCCS) or a minimum of 5 years of working experience in precast concrete works if he/she does not possess the minimum technical qualification stated.

⁽³⁾ Technical Staff are skilled works in precast concrete works and have the competency in precast and/or prestressed concrete works. Professional and Supervisory staff shall train the workers in-house and to ensure works have the competency level of skills and knowledge. Alternatively, the workers shall have certificates (like the BCA Coretrade) from recognized and/or accredited institutions for training in concrete, rebar and formwork or precast concrete and/or prestressed concrete.

- 3.1.2 The assessment shall be conducted by ELEMENT competent auditor and the programme will provide for:

- a. An introductory Stage 1 meeting with the Applicant during which the assessment procedures will be explained and an overview of their capabilities obtained.

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- b. A timetable of activities so that arrangements can be made for appropriate staff to be available during the assessment.
 - c. Full Stage 2 assessment in accordance with the relevant Quality and Operations Assessment Schedule:
 - The office activities and controls e.g., calibration, contract review, document control, product requirements and training.
 - The key factory activities e.g. material requirements, production requirements, finished product requirements, test methods, assessment and verification of constancy performance, marking, and technical documentation.
 - Invariably, the factory audit days for each application will depend on the review undertaken at the stage 1 meeting.
 - d. A final meeting with ELEMENT auditors to present their findings to the Applicant.
- 3.1.3 Applicant who are unable to undertake a satisfactory assessment of the applicant's production practice because of a lack of suitable contract, but whose factory QA&QC practice satisfies the Technical Requirements for Certification of Specialist Builders (hereafter called TRCSB) criteria, will be issued with a letter of pre-certification.
- 3.1.4 The letter will detail the scope of the activities assessed, including Factory Activities in relation to ISO 9001 and technical requirements of the TRCSB, as appropriate.
- a. The letter of pre-certification will only be issued when the Applicant has undertaken to inform ELEMENT auditor when a suitable contract has been awarded to allow ELEMENT auditor to assess representative samples of the Applicant's practice and procedures, including records, resources, training and controls.
- The letter of pre-certification shall be valid for a period of 6 months but may be reissued for a further 6 months if necessary.
- b. When ELEMENT auditor has been notified of a suitable contract, a factory audit will be conducted in accordance with 3.1.2 above.

3.2 Certification documentation

ELEMENT will recommend for conformity when the factory practice has been assessed with all the criteria under SAC CT 29 are satisfied, and all reported deficiencies have been addressed to the satisfaction of ELEMENT.

Application, assessment report and recommendation will then considered together by ELEMENT Management Group. When the ELEMENT Management Group is satisfied that the Applicant meets the requirements of the Scheme, a Certificate of Conformity will be issued.

The certificate of conformity shall only be issued after, or concurrent with, the following:

- a) the decision to grant or extend the scope of certification has been made;
- b) certification requirements have been fulfilled;
- c) the certification agreement has been completed/signed

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3.3 Continuous Surveillance & Initial Assessment or Recertification for Certification Maintenance

3.3.1 Continuous Surveillance

3.3.1.1 The frequency of surveillance visits during the 3 years period shall be in accordance with below:

Table 1. No. of Surveillance Audits

Audit Type	Class of Specialist Builder		
	PCW1/1A	PCW2	PCW3
Announced	1	1	1
Unannounced	1	2	3
Total	2	3	4

3.3.1.2 ELEMENT may request for more frequent visits from that given in Table 1, subjected to non-conformities identified during the periodic site assessment.

3.3.1.3 If major non-conformities are found, a follow up audit will be taken within 2 months of the date of the raised non-conformance. In the case of product non-conformities, consideration may be given to the switching rules for the rate of inspection as given in Table D.5 of BS EN 13369: 2018.

3.3.2 Initial Assessment or Re-certification

3.3.2.1 The frequency of Initial Assessment or Recertification during the 3 years period shall be in accordance with below:

Table 2. No. of Initial Assessment or Recertification Audit

Type of Audits	No. of Audits
Factory	1

4.0 Certification Policies

4.1 A Certificate will be issued to an Organization for 3 years. Continuous certification is also subject to this “Term and Conditions for Certification Service” and the Applicant may choose to terminate Certification from the Scheme stating its intention in a written notification to ELEMENT with a minimum of 3 months in advance.

4.2 An official application together with the fees paid, will be expired within a year from the date of an initial application by an Applicant. The application, or any fees made in relation to it is non-transferable and shall only be valid for the location of the company stated therein.

4.3 A Surveillance Visit at intervals of 12 months depending on relevant schemes of certification, in order to verify the Organisation is complying with the requirements of the Scheme and these “Terms and Conditions for Certification Service”

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- 4.4 ELEMENT shall not disclose any confidential information concerning the Applicant except:
- i. with consent from the Organisation for the purpose of accreditation by SAC or relevant parties.
 - ii. information already or later comes in the possession of ELEMENT, and which is not of confidential nature and is not derived from the Organisation concerned.
 - iii. as required by the Law of Court
- 4.5 ELEMENT will publish a listing of Certified Organisations in its website
- 4.6 When the certification scheme introduces new or revised requirements that affect clients, these changes shall be communicated to all affected organizations. ELEMENT shall verify the implementation of changes by affected organizations and take appropriate action as required by the scheme within an appropriate timescale.

5.0 Certification Fees & Charges

- 5.1 The following fees (non-refundable) shall be charged by ELEMENT to an Applicant or Organisation:
- i. Assessment of Application and Documentation Review fees
 - ii. Assessment of Specialist Builder classification (PCW1, 1A, 2 or 3) fees
 - iii. Initial Assessment or Re-certification every 3 years
 - iv. Continuous Surveillance audit
 - v. Overseas travel (outside Singapore), transportation, overnight lodging as may incur by ELEMENT in relation to the audit.

(i) , (ii) and (iii) are prepaid while (iv) and (v) shall be paid within 30 days after invoicing

- 5.2 Current rates of charging is set out within ELEMENT's "Schedule of Fees" which are subject to revision as appropriate without prior notice to an Applicant / Organisation
- 5.3 Non-payment of invoices may result in ceasing / suspension of audits and the suspension or withdrawal of Certificate, upon which ELEMENT shall not entertain any loss claim from an Applicant / Organisation
- 5.4 All invoices shall be paid within 30 days from date of issue regardless of the outcome of the audit.

6.0 Obligations of Certified Product Organizations

The Certified organization shall:

- 6.1 always fulfil the certification requirements related to the Scheme including implementing appropriate changes when they are communicated by ELEMENT
- 6.2 continue to fulfil the product requirements as certification applies to the continuous production of the product

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- 6.3 make all necessary arrangements for:
- The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to relevant equipment, location(s), area(s), personnel, and client's subcontractors;
 - Investigation of complaints
 - Participation of observers, if applicable
 - Making all available information regarding known or potential hazards likely to be encountered by ELEMENT personnel during their visit to allow ELEMENT to comply with applicable health and safety legislation
- 6.4 only make claims regarding certification consistent with the scope of certification
- 6.5 not use its certification in such a manner as to bring certification body into disrepute and not make any statement regarding its certification that the ELEMENT may consider misleading or unauthorized;
- 6.6 upon suspension, withdrawal or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and return certification documents to ELEMENT
- 6.7 reproduce certification documents in their entirety, if it provides copies of it to others.
- 6.8 make reference to its product certification in communication media such as documents, brochures or advertising, the certified organization complies with the requirements of ELEMENT as specified in these terms and conditions.
- 6.9 comply with any requirements that may be prescribed in the Scheme relating to the use of marks of conformity, and on information related to the product
- 6.10 keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to ELEMENT when requested, and
- Take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - Document the actions taken
- 6.11 inform ELEMENT without delay of any changes that may affect its ability to conform with the certification requirements. Changes can include:
- Legal, commercial organizational status or ownership,
 - Organization and management,
 - Modifications to the product or the production method,
 - Contact address and production sites,
 - Major changes to the quality management system.
 - Notify on a half yearly basis of all newly awarded precast production contracts using the Notification of Contracts form provided.
- 6.12 make prompt payment to ELEMENT of all necessary fees levied by the Product Certification Department

ANNEX B**7.0 Use of Logo**

- 7.1 ELEMENT is the owner of any certificate(s) issued to certified Organisations
- 7.2 The Organisation shall be able to use the Logo within the terms of its certification scheme and the Logo (size, dimensions, and colours) shall also be in compliance with ELEMENT's requirements which will be provided on request together with the issuance of the Certificate
- 7.3 ELEMENT requires the Organisation to indicate that the certified products are being in conformity with specific standards and requirements of ELEMENT in communication media such as documents, brochures or advertising.

8.0 Use of Certificates and Certification Mark

- 8.1 A user of a Certificate or Certification Mark issued by ELEMENT shall:
- not use the Certificate of Conformity or the Certification Mark in any manner to which ELEMENT might reasonably object and shall not make any statement relevant to the authority of the holder in a way which, in the opinion of the ELEMENT, may be misleading or bring ELEMENT into disrepute
 - upon the termination of a Certificate of Conformity, discontinue its use
 - on ceasing to be a Certified Producer of ELEMENT return Certificates of Conformity and the License to use the Certification Mark and shall cease to be entitled to claim ELEMENT certification.
 - ensure when the Certification Mark is used with the SAC accreditation mark on any media, print or medium for accepted. It shall abide by the requirements set out in the SAC 01, clause 15 and SAC 02.
- 8.2 ELEMENT requires misusers of the mark to take corrective action whenever the mark of conformity has been affixed to a product that:
- Is hazardous
 - Is not authorized to bear the mark of conformity
 - Bears and unauthorized form of mark of conformity
 - Is in violation of certification agreement
- 8.3 If a Certificate of Conformity of a plant is suspended, withdrawn or terminated, the organization shall cease to be entitled to use the Certification Mark in all media or documentation relating to the plant.
- 8.4 If a Certificate of Conformity of a certified organization is withdrawn, the default RMC product producer with ELEMENT is automatically suspended and the organization shall cease to be entitled to use the Certification Mark or to make any reference to ELEMENT certification and registration in any documentation.

ANNEX B**9.0 Suspension of Certification Rights**

- 9.1 As and when the Organisation is in breach of the Scheme or any of these “Terms and Conditions for Certification Service”, ELEMENT may require it to cease using the Logo or any claim to certification under the Scheme immediately until the matter has been resolved
- 9.2 When the certification has been suspended or cancelled, the Organisation shall cease the use of all the advertising matter that contains any reference thereto and returns any certification documents as required by ELEMENT

10.0 Liabilities and Indemnities

- 10.1 ELEMENT endeavours to provide the Service in professional manners with due care and attention, and shall not be accountable for any claims of losses or damages from the Organisation unless being proved negligent
- 10.2 Subject to paragraph 9.1, ELEMENT shall not be liable for the Organisation or any related third party:
- For any losses, i.e., loss of business, loss of goodwill, loss of contract, loss of income, loss of anticipated cost savings, damage to reputation, damages as a result of third party claim that may suffer by it*
- 10.3 ELEMENT undertake to bear financial liability limited to S\$100,000 in the event that it is found negligent and proven responsible for losses or damages from the Certified organization
- 10.4 The Certified organization shall be liable and will indemnify ELEMENT against all claims, demands, damages, costs, changes and other expenses incurred or suffered by ELEMENT arising out of any dispute or contractual or proceedings brought against ELEMENT by a third party claiming compensation against ELEMENT as a result of:
- i. the certification of the Organisation under the Scheme, or the breach of this “Terms and Conditions of Certification Service” by the Organisation
 - ii. The manufacture, use or sale of any products or the provision of any services by reference to the Logo or the Organisation’s certification under the Scheme

11.0 Miscellaneous

- 11.1 Any complaints or appeals from the Organisation shall be dealt with independently by the ELEMENT Appeals Panel
- 11.2 An Appellant may appeal against any decision of ELEMENT to refuse or revoke certification by writing to the Quality Manager clearly setting out the grounds for the appeal and enclosing a cheque for \$1,000 made payable to Element Construction Testing (S) Pte Ltd, to cover the costs of the appeal (refundable only where the Appeals Panel finds in favour of the Appellant)
- 11.3 All complaints and disputes brought to ELEMENT by its clients, contractors, stakeholders and other organizations and persons are registered and brought to the attention of the Quality Manager.
- 11.4 In the event of any arbitration, claims, disputes, the judicial system of Singapore takes precedent for the resolution