

READY MIX CONCRETE (RMC) PLANT CERTIFICATION SCHEME

Rules for Use of the RMC Plant Certification Mark/Logo

1. Purpose

- 1.1. RMC Plants that have been certified under the Scheme by the QCI approved certification bodies and have entered into a written contract with QCI, are eligible to use the RMC Plant Certification Mark/Logo.
- 1.2. This document describes the rules for use of the RMC Plant Certification Mark/ Logo by the certified RMC plants and the process required to be complied with for enabling the RMC plants to use the Mark/Logo.
- 1.3. The RMC Plant Certification Mark is a protected mark owned by QCI, the scheme owner of the RMC Plant Certification Scheme (RMCPSC), indicating that the processes of the relevant RMC Plant are in conformity with specified criteria under the scheme. The “Mark” is also commonly known as a “Logo”, however for the sake of aligning it with the international requirements the same will henceforth be referred to as the “Mark”.

2. Scope

- 2.1. The RMCPSC specifies two levels of certifications:
 - a) RMC Capability Certification
 - b) RMC 9000+ Capability Certification
- 2.2. This document covers requirements for use of the Mark with respect to both the levels.

3. Pre-requisites for RMC Plant Certification Mark

- 3.1. RMC Plants that have been certified under the Scheme by QCI approved certification bodies, are eligible to use RMC Plant Scheme Certification Mark(s).
- 3.2. As per the contract between the Scheme owner (QCI) and the approved certification body, the certified RMC plant shall require to formally sign of the contract with QCI for the use of RMC Plant Certification Mark. Soon after the plant's certification, it shall sign the contract with QCI in the prescribed format. This process shall be facilitated by the QCI approved certification body.
- 3.3. The approved certification body shall make provision for the same in its system for certification under RMCPSC Scheme and shall make this requirement a part of its legally enforceable contract with the certified client.
- 3.4. The template for the contract that the QCI shall enter with the certified RMC plant for this purpose is enclosed vide Annex 1.
- 3.5. The certified RMC plant shall sign a legally enforceable agreement with QCI in the format enclosed at Annex 1, based on which it will be allowed to use the Certification mark.

4. RMC Plant Scheme Certification Marks and Certificate

- 4.1. A RMC plant may apply for certification as per any of the two options available under the RMC Plant Certification Scheme, one being 'RMC Capability Certification' and other being 'RMC 9000+ Capability Certification', the latter ensuring compliance to the requirements of ISO 9001 also in addition to the BMTPC Criteria.
- 4.2. The Certification Marks for the two options are given below. The Mark may be used as any photographic reduction or enlargement. The colour scheme of the Marks shall be same as described below. Different combination of the colour scheme shall not be used.



- 4.3. The certified RMC plants shall be issued a certificate by the certifying certification body. The type of certificate to be issued for the above two types of certification by the certification body is enclosed in the document **“Ready Mixed Concrete Plant Certification Scheme - RMC Certification Process”**.

5. Conditions for use of RMC Plant Certification Mark

5.1. 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 requirement specified in Clause no 6.1 /S. No 158 of the Checklist included in the document “Criteria of Production Control of Ready Mixed Concrete for RMC Capability Certificate”) accompanying each supply of RMC.
- 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 certification body 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.
- 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 certification body 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 certification body 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 certification bodies 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 certifying certification body, 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.
- n) 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 certification body for onward submission to QCI.

6. Process for signing of contract between QCI and the Certified RMC Plants

6.1. Once the RMC plants are certified by the QCI approved certification bodies, then the certification body shall require the certified RMC plant to fill up in duplicate the contract form, template for which is enclosed in Annex 1 to this document.

6.2. The certification body shall forward the filled contract form to QCI, for the purpose of signing and completing the contract formalities. Along with the contract form the

relevant certification body shall also forward the details of the certified RMC plant, covering as a minimum the following information:

- a) Name and address of the certified RMC plant.
- b) Legal entity Status (with evidence).
- c) Names of the top management/ownership details.
- d) Details of the Certification granted – number, validity, etc.
- e) Any other significant detail as considered relevant.

The certification body shall also forward the copy of the draft certification document it intends to issue to the RMC plant.

- 6.3.** Upon receiving the signed contract form from QCI, the certification body shall issue the certificate, inform the certified RMC plant regarding permission to start using the RMC Plant Certification Mark and also forward the signed contract form from QCI to them. The certification validity shall commence from the day the contract with QCI is signed.
- 6.4.** The Certification body shall also make provision for collecting on behalf of QCI, the annual fee for use of RMC Certification Mark from the certified RMC plant and forwarding the same to QCI.
- 6.5.** The certification body shall also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc.
- 6.6.** The contract between QCI and the certified plants shall be valid as long as the plant holds valid certification under the RMCP Scheme or unless otherwise advised to do so.

Template for the contract between the certification body and the certified RMC plant for use of RMC Plant Certification Mark

AGREEMENT FOR USE OF READY MIX CONCRETE (RMC) PLANT CERTIFICATION MARK

M/s _____ (hereinafter referred to as **applicant**) situated at _____ has applied to M/s. Quality Council Of India, 2nd Floor, Institution of Engineers Building, 2, Bahadur Shah Zafar Marg, New Delhi - 110002, India (hereinafter referred to as **QCI**), for permission to use **RMC Plant Certification Mark** for the sites for which it has received certification from the (name of certification body) approved by QCI under the **RMC Plant Certification Scheme** (hereinafter referred to as the **Scheme**) owned by the **QCI**. This agreement is entered in connection with granting of permission to use the certification mark by QCI under the following terms and conditions agreed upon:

1. GENERAL CONDITIONS

- 1.1** The applicant (certified RMC plant) agrees to comply at all times with the requirements of the Scheme as applicable presently and as amended from time to time. The applicant shall also agree to pay the Annual fee to QCI, through its certification body.
- 1.2** The applicant shall agree to comply with conditions of the certification as per its contract with the certification as well as QCI as contained in this contract.
- 1.3** This Scheme aims to certify RMC plants for their capability to produce RMC to meet customer requirements and does not certify RMC as a product itself since the specifications for RMC shall vary with customer needs. In view of this no applicant shall use the Mark on their product and make any product related certification claims. The Mark shall not be displayed on RMC transportation vehicles.
- 1.4** The applicant agrees to use the RMC Plant Certification Mark on the Delivery tickets/challans accompanying each supply of RMC, provided the address of the certified plant is clearly indicated on the delivery tickets/challans. Also agrees not to use the Mark on other documents accompanying the supply like Test Certificate, etc.
- 1.5** The applicant may use the Certification Mark 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. The applicant may also use the RMC certificate issued by the certification body as part of publicity material. The applicant, however agrees to take care, while using the above documents 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 are also certified.

- 1.6 The applicant agrees to use the RMC Plant Certification Mark only with respect to the RMC Plants covered under certification granted to it and will continue to comply with the certification criteria.
- 1.7 The applicant agrees that he would always fulfil the certification requirements as per the existing Scheme and as modified from time to time and shall use the certification mark only during the validity period of the certificate and when its QCI approval is valid.
- 1.8 The applicant agrees not to make use of the **RMC Plant Certification Mark** or name of QCI which could be misleading or unacceptable to QCI.
- 1.9 The applicant agrees to make claims of certification only for manufacturing units which are specifically covered under certification.
- 1.10 The applicant agrees not to use the marks in such a manner that would bring QCI or the Scheme into disrepute and/or lose public trust.
- 1.11 The applicant agrees to inform QCI in writing of any significant changes in the applicant's name, ownership or location for which the applicant has obtained the certification.
- 1.12 The applicant shall inform QCI, without delay, of matters that may affect its ability to conform to the certification requirements.
- 1.13 The applicant agrees to provide any information sought by QCI regarding operation of the Scheme by the applicant.
- 1.14 The applicant agrees that its name, location and the scope of certification is included in the directory maintained and published by QCI.
- 1.15 The applicant agrees for the conduct of announced/unannounced assessments in order to verify the compliance of the applicant with reference to the use of the Mark as allotted to it and with respect to the complaints received by QCI about the applicant and to pay such charge within the time as communicated by QCI.
- 1.16 The applicant agrees 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.
- 1.17 Upon suspension or withdrawal/cancellation of its certification, the applicant shall discontinue use of all advertising material referring to the use of certification marks with immediate effect and submit a declaration to this effect to QCI. It shall also refrain from making claim in any form regarding the certification under the RMC certification scheme.

2. OTHER REQUIREMENTS

- 2.1 This agreement is entered for a period of the validity of the certification and shall be in force from the date of signing of this agreement.
- 2.2 All correspondence of QCI shall be in writing and shall be deemed to have been served/made when sent by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any change as subsequently communicated to QCI by the client in writing under QCI acknowledgement.
- 2.3 In case of any disputes/issues, the applicant agrees to go through the Appeal procedure under the Scheme and accepts its decision as final.
- 2.4 The applicant agrees to indemnify QCI in case of any loss or liability incurred by QCI in connection with the Scheme or misuse of mark(s) by the applicant.
- 2.5 Disputes, if any, arising out of the terms and conditions of the agreement between QCI and the applicant, shall be governed by Laws of India and subject to the jurisdiction of competent courts located in Delhi.
- 2.6 The applicant shall nominate the chief executive or an authorized signatory for the agreement as the point of contact with QCI.

The applicant hereby accepts and agrees with the above terms as documented in this agreement.

1. Signature :

Name of Applicant : _____(the chief executive of the organization or an authorized signatory)

Title : _____

Address : _____

Date: _____

2. Quality Council of India

QCI hereby accepts the above application and agrees to the terms thereof.

Authorized Signatory:

Name:

Title:

Date: _____
