

Certification Agreement

Order number:

Client number:

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 (TÜV SÜD South Asia Pvt.Ltd) 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 **in full form**. 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.

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- 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.

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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: _____