

## 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”.

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## 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.

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## 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 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.

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## 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.

## Tasks of the Certification Body and the Client

### 1.1 Tasks of the Certification Body

a) The Certification Body undertakes to treat as confidential all information made available to it concerning the Client's company and only to use it for the agreed purpose. Documents to which it is granted access shall not be passed on to third parties. This shall not include any detailed report to an arbitration body in the case of a dispute. The Client may release the Certification Body from the secrecy obligation for certain reasons. Information about a particular product or supplier shall not be discussed / disclosed to a third party – except to Accreditation Body - without the written consent of the client where the law requires the information to be disclosed to a third party; the client shall be informed of the information provided, as permitted by law. Additionally, any information except for what the client makes publicly available or any such information agreed between client and TUV such as complaints, feedback from regulatory authorities, all other information is considered as proprietary information shall be treated as confidential.

b) The Certification Body shall conduct the certification and surveillance in accordance with the TUV India regulations. The basis for the certification is provided by the requirements laid down in the standard mentioned in the offer. The certificate shall only be issued if the requirements of the standard have been met.

c) The Certification Body shall notify the holder of the certificate of any changes in the certification procedure which have any direct consequences for him.

d) The client can appeal to the Head certification in case the client is not satisfied with the decision taken by audit team, the certification decision by TUV India or any specific aspect. Head Certification shall ensure independent review and shall revert to client.

e) The validity of the certificate shall commence from the date the certification decision is taken and shall be for the period as mentioned in the proposal. This assumes that, on the basis of the last date of initial audit, semi- annual or annual surveillance audits are performed at the certified locations, and the result is positive.

In special, justified cases it may be necessary to conduct a special audit at a shorter interval. The need for this shall be at the discretion of the Certification Body.

f) On request from any party, the certification body shall provide the means to confirm the validity of a given certification and the provision for the same shall be made available on the website. e) The certification body shall maintain and make publicly available on its website, a directory of valid certifications under RMCPSC scheme, that as a minimum shall show the name, relevant certification criteria, scope and geographical location (e.g. city and country) and contact details for each applicant and certified client and validity of certification for the certified clients. Please also see additional requirements given in the document "RMCPSC Certification Process (clause 1.3)", which are required to be placed on the certification bodies website. f) The certification body shall also make arrangement for providing and updating of information with respect to status of certified clients, based on classification of non-conformities raised during audits/evaluations in line with the requirements specified in clause 5.3.2 of "RMCPSC Certification Process".

## 1.2 Tasks of the Client

a) 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 relating to the Ready Mix Concrete plant certification (manual, possibly procedures) and on request records.

b) The Client shall provide the team of auditors during the audit facilities to examine the records covered by the scope of the certification and shall grant them access to the organizational units concerned.

c) Client shall name a contact person responsible for handling the audit. This person shall normally be the representative appointed for the Ready Mix Concrete plant certification.

d) Once the certificate has been issued, Client shall be obliged to notify the Certification Body of any major changes to its system, e.g. change in status of the organization related to legal/ commercial/ ownership/ management, contact address and sites, scope of operations under the certified plant and any other major changes to the plant and processes.

e) Client shall be obliged to record all complaints and their settlement with respect to the RMC Certification and to document them. The client shall provide access to all information and records of all complaints to the certification body during the validity of the certificate.

f) Client shall notify the Certification Body of any consultancy services used in the domain of the plant certification.

g) The RMC Certification awarded by TUV India Pvt. Ltd. covers only the product manufactured and/or supplied under the scope of the clients system certified by TUV India Pvt. Ltd. Client remain solely liable for any defect in the products and shall defend, protect and indemnify TUV India Pvt. Ltd. from any and all defects, claims or liability arising from said products.

h) Client shall at all times ensure compliance with the certification requirements and any liability on account of non-conforming processes shall rest with the certified RMC plant.

- i) Client shall inform if any 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.
- j) 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 / in the event of changes in the standards to which compliance of the plant is certified.
- k) Client shall inform any other information indicating that the RMC plant may no longer comply with the requirements of the certification criteria and the certification scheme.

## 2. Conditions for use of the certificate

### 2.1 Scope of the right of use

- a) Use of the certificate shall be restricted to the Client and shall not be transferred to third parties or successors by the Client without the express permission of the Certification Body. If such transfer is desired a corresponding application shall be submitted. Where relevant a fresh audit shall be conducted.
- b) Should action be taken against the Certification Body according to the principles of product liability because of contractually wrongful use of the TUV mark/ TUV India certificate by the Client, the Client shall be obliged to indemnify the Certification Body for any claims by third parties. The same shall apply in cases where action is taken against the Certification Body by third parties on account of advertising claims by the Client.
- c) Client shall ensure that the TUV India certificate is only used in competition in such a way that any claim made for the Client's facility is in accordance with the certification. Client shall also ensure that in a competitive context the impression is not given that the certification by the Certification Body represents an official inspection in a misleading manner
- d) The client shall stop the usage of TUV India certificate, in any form including Display of certificate, in case of withdrawal/ expiry of the certificate. Continuation of the usage after withdrawal/ expiry or in a misleading manner will be Wrongful usage & may lead to action from the certification body.

## 3. Termination of the right of use of the certificate, Suspension/ Withdrawal of the certificate

3.1 Client's entitlement to use the certificate shall end with immediate effect without the need for notice of termination if,

- a) Surveillance audit not taken by the client or cannot be conducted for the reason caused by the client.
- b) Misuse of the certification body certificate by the client, violating the contractual requirements.
- c) If client does not inform immediately to the certification body, the changes to the certified organization, location, scope etc.
- d) Major complaint/s from the customer/s of certified organization.
- e) Major and repetitive non compliances observed during the surveillance audits, creating doubt about the effectiveness of the certified plant.
- f) Non-payment of dues of certification body by the client.
- g) Bankruptcy proceedings are instituted against the Client's assets or an application of bankruptcy proceedings against it is rejected owing to lack of assets,
- h) The certification or maintenance of the certificate is prohibited under administrative law or by court order.
- i) Not meeting the time deadline for submission of corrective actions against the findings of the audit.

3.2 The certification body shall,

- a) Have the ownership and control of the certificate during the validity period and after the validity of the certificate. The issue, withdrawal shall be controlled as per the applicable rules by TUV INDIA.
- b) If reasons itemized under 3.1 arise, suspend the certificate and declare it invalid. Client is informed in advance about the violation and probable suspension of the certificate and appropriate action is requested in the defined time frame. Further the certificate is suspended if the necessary response is not given/ action is not taken by the client.
- c) For any of the reasons as mentioned above - withdraw the certificate, if necessary action is not taken by the client in defined time frame.
- d) Shall withdraw the certificate without any notice, if the certification body evaluates the impact of the violations as mentioned under suspension, as very serious.