

QCI – BMTPC

Ready Mix Concrete Plant Certification Scheme

RULES FOR USE OF CERTIFICATION MARK

(Applicable for RMC Capability Certification and RMC 9000+ Capability Certification)

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RULES FOR USE OF CERTIFICATION MARK

1. Objective

- 1.1. Ready Mix Concrete (RMC) Plants that have been certified under the Ready Mix Concrete Plant Certification Scheme (RMCPCS) by the QCI approved certification bodies and have entered into a written contract with QCI (Scheme Owner), are eligible to use the RMC Capability Certification and RMC 9000+ Capability Certification Mark(s) as per the provisions mentioned against each of the levels.
- 1.2. This document describes the rules for use of the certification mark for the Voluntary Certification for RMCPCS by the certified RMC Plant and mentions the process required to be complied in detail with for enabling the manufacturer to use the Mark as per the specifications.
- 1.3. The RMCPCS certification mark is a protected mark owned by QCI, being the scheme owner of the scheme, indicating that the processes of the relevant product manufacturer 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. Voluntary Certification Scheme (VCS) for Ready Mix Concrete specifies two levels of certification, RMC Capability Certification Mark and RMC 9000+ Capability Certification Mark. This document covers requirements for use of the certification mark with respect to certified RMC Plant as per the Scheme requirements of both the two levels.

3. Responsibility

- 3.1. The Scheme Manager is responsible to establish, implement, and amend this procedure in consultation with the Certification Committee. The approved certification bodies (CBs) are responsible to comply with the procedure at all times specifically so when undertaking surveillance audit or re-certification audits.
- 3.2. The CBs should have a strong market surveillance system to ensure that none other than the manufacturer certified as per the Ready Mix Concrete Plant Certification Scheme (RMCPCS) are using the “Mark” on their products.
- 3.3. The CBs shall also have a mechanism to see that the clients that are certified to the RMC Capability Certification and RMC 9000+ Capability Certification Mark levels are using the Mark off-product, which means that clients can use the Certification Mark on plants as mentioned in point 5 (Obligation of the Approved Certification Body) of this document.
- 3.4. For the RMC Capability Certification or the RMC 9000+ Capability Certification plant producer, by affixing the Mark the manufacturer declares on his sole responsibility that the product conforms to all applicable Scheme requirements, and that the appropriate conformity assessment procedures have been successfully completed.
- 3.5. By affixing the Mark on a product, a RMC Plant manufacturer is declaring, on his sole responsibility (and irrespectively of whether a third-party has been involved in the

conformity assessment process), conformity with all of the Scheme requirements to achieve the RMC marking.

4. Requirements for Use of Mark

- 4.1. The RMC manufacturers that have been certified under the Scheme, are eligible to use VCS for RMCPSC certification mark(s).
- 4.2. The approved/accredited certification body shall make provision for ensuring the same in its system for certification under VCS for RMCPSC and shall make this requirement a part of its legally enforceable contract with the certified client.
- 4.3. Any infringement may lead to the suspension or cancellation of the certificate. In no circumstances are different combinations of the colour scheme not used.
- 4.4. While using the above documents care shall be taken to ensure that the Mark is used only with respect to the RMC manufacturer certified and it shall not give the impression that the non-certified, other than certified scope products, products from offices not included in scope or a related company are also certified.
- 4.5. The certified RMC Plant manufacturer shall not make any misleading claims with respect to the Certification Mark.
- 4.6. It shall not use the Certification Mark in such a manner as to bring the Scheme Owner into disrepute.
- 4.7. The certified organisation, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form.
- 4.8. The certified organisation, upon suspension or withdrawal of its certification, shall discontinue use of all advertising matter that contains any reference to its certification status.
- 4.9. In case the Certification Mark is observed to be used by a certified RMC Plant manufacturer contrary to the conditions specified, suitable actions shall be taken by the certification body in accordance with the relevant requirements of ISO 17065/17021-1 and those specified in the documents "VCS for RMCPSC Certification Process" and "VCS for RMCPSC Requirements for Certification Bodies".
- 4.10. Depending upon the extent of violation, suitable actions may range from advice for corrective actions to withdrawal of certification especially in situations of repeated violations.
- 4.11. In case the certified RMC plant manufacturer does not take suitable action to address the wrong use of the Certification Mark, the certification body may suspend/withdraw the certification.
- 4.12. If a certified organisation's certification is suspended; its certificate cancelled, withdrawn or discontinued, it is the certified organisation'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.

5. Obligation of the Approved Certification Body

- 5.1. Once the RMC plant is certified by the QCI approved certification bodies, then the certification body shall require the certified RMC plant to fill up in duplicate the agreement form, the template for which is enclosed in Annexure I to this document.
- 5.2. The certification body after the decision of the certification but before the issuance of the certificate and shall forward the filled agreement form to QCI, for the purpose of signing and completing the agreement formalities.
- 5.3. Along with the contract agreement form, the relevant certification body shall also forward the details of the certified organisation, covering as a minimum the following information:
 - 5.3.1 Name and address of the certified organisation.
 - 5.3.2 Legal entity Status (with evidence).
 - 5.3.3 Names of the top management/ownership details.
 - 5.3.4 Details of the Certification granted – level, number, validity, etc.
 - 5.3.5 Any other significant detail as considered relevant.
- 5.4. The certification body shall also forward the copy of the draft certification document it intends to issue to the certified organisation.
- 5.5. Upon receiving the signed agreement form from QCI, the certification body shall issue the certificate, inform the certified RMC Plant manufacturer regarding permission to the respective manufacturer using the RMC Certification Mark(s) and also forward the signed contract form to them. The certification validity shall commence from the day the contract with QCI is signed.
- 5.6. The certification body shall also make provision for collecting on behalf of QCI, the annual fee for use of RMCPCS Certification Mark from the certified RMC Plant manufacturer and forwarding the same to QCI.
- 5.7. The certification body shall also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc.
- 5.8. The contract between QCI and the certified agency shall be valid as long as the agency holds valid certification under the RMCPCS or unless otherwise advised to do so.
- 5.9. Only after the certification body obtains NABCB accreditation for RMCPCS, the certification body shall use the NABCB Accreditation Mark. The NABCB accredited CBs and their clients shall follow the requirements to use accreditation symbol/Mark/status as per policy defined by NABCB.
- 5.10. As far as market surveillance activities are concerned, market surveillance through CBs are required to check the conformity of a product:
 - 5.10.1 in accordance with its intended purpose (as defined by the manufacturer) and
 - 5.10.2 under the conditions of use which can be reasonably foreseen, that is when such use could result from lawful and readily predictable human behaviour.

6. Process for Use of Certification Mark

- 6.1. A certified RMC plant manufacturer may apply for certification as available under the RMCPCS – Capability Certification and 9000+ Capability Certification.

- 6.2. The applicants shall submit their applications for the use of certification mark in the prescribed format enclosed vide Annexure I.
- 6.3. Before the issue of the certificate, the certified RMC Plant manufacturer shall sign a legally enforceable agreement with QCI in the format enclosed vide Annexure II, based on which it will be allowed to use the Mark.
- 6.4. The certified RMC Plant manufacturer shall be issued a certificate by the certification body which carries the appropriate mark once the contract has been signed with the Scheme Owner.
- 6.5. This process shall be facilitated by the QCI approved certification body.
- 6.6. The certification mark pertaining to the respective RMC Plant Certification level may be used as any photographic reduction or enlargement.
- 6.7. The colour scheme of the Marks shall be the same as described in Appendix A. The client shall only affix the design of the Mark as per the level the manufacturer has been certified and none other.
- 6.8. Any other requirement stated in scheme documentation for use of certification mark to be considered along with above requirements.

7. Mark and its Usage

- 7.1 Under the RMPCPS two levels of Mark shall be issued – RMC Capability Certification and RMC 9000+ Capability Certification.
- 7.2 The certificates issued to the clients can be either for one Mark or a combination of either of the 2 Marks.
- 7.3 While the clients certified as per RMC Capability Certification and RMC 9000+ Capability Certification are allowed to place their marks on off-products for marketing and promotional purposes they are not allowed to place the Mark on their product.
- 7.4 The off-product use means that the certified clients can use the Mark to which they are certified in publicity material, pamphlet, letterheads, other similar stationary, media for exchange of any communication, for promoting the awareness of the scheme, the Certification Mark, etc.
- 7.5 The RMC Plant manufacturer may also use the RMC Capability/ 9000+ Capability certificate issued by the certification body as part of publicity material.
- 7.6 The clients that are certified as per RMC Plant are only allowed to place their Mark on the product as per the laid down guideline in 5.9.
- 7.7 The RMPCPS Marks shall have distinct colours for each level as per Appendix A.
- 7.8 All of the Marks in the 2 levels can also be printed in Grey Scale.
- 7.9 The various components of the RMPCPS marking must have substantially the same vertical dimension, which may not be less than 5 mm. This minimum dimension may be waived for small-scale devices. The height of the Certification Mark shall be 5 mm

minimum and the size of inscriptions “RMC Capability Certification Mark”, “RMC 9000+ Capability Certification Mark” shall be properly visible.

- 7.10 The height to width ratio shall be maintained as per the logo packs provided QCI. The height of the RMC Capability Certification(s) Logo needs to be minimally 5 mm and the height of the text Standard / Premium needs to be minimally 1.5 mm for enabling clear printing and readability.
- 7.11 The QCI logo shall not be used on any stationary/promotional material like visiting cards, certificates, pamphlets, reports, etc. / on virtual platforms. In the event of a CB or its clients wishes to use the QCI logo, explicit writing approval needs to be sought from the QCI.

8. Fee

- 8.1 The certified RMC Plant manufacturer shall pay an annual fee to QCI, for the use of RMCPSC Certification Mark as prescribed from time to time. This payment shall be made to its certification body for onward submission to QCI.

Appendix 'A' Marks for RMCPCS Certification

1. Mark for RMC Capability Certification:



2. Mark for RMC 9000+ Capability Certification:



ANNEXURE I: Format for Application

APPLICATION FOR PERMISSION TO USE THE CERTIFICATION MARK

1	Name of the applicant	
2	Address	
3	Telephone No.	
4	Mobile No.	
5	Email	
6	Organization Details	
7	Purpose of Usage	
8	Duration of Usage	
9	Name of plant manufacturer (for which Certification Mark is to be applied) (please specify the product , or type of products)	
10	Signature and Date	

ANNEXURE II: Format for the agreement between the Certification Body and the certified RMC Plant manufacturer for use of VCS for RMC Plant Certification Mark

AGREEMENT FOR USE OF VCS for 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 VCS for RMC Plant certification mark for the offices for which it has received certification from _____ (name of certification body) approved by QCI under the Voluntary Certification Scheme for RMPCPS (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 organization) 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 the RMC Plant manufacturer for their ability to meet the applicable VCS for RMC Plant certification requirements.
- 1.4. The applicant may use the certification mark in publicity material, pamphlet, letterheads, other similar stationary; media for exchange of any communication, for promoting the awareness of the scheme, the certification mark, etc.
- 1.5. The applicant may also use the VCS for RMC Plant 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 manufacturer and it shall not give the impression that the non-certified, other than certified scope products, product from offices not included in scope or a related company are also certified.
- 1.6. The applicant agrees to use the VCS for RMC Plant certification mark only with respect to the RMC Plant manufacturer 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 VCS for 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 the scope 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 / decoy 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 RMCPCS.
- 1.18. The QCI logo shall not be used on any stationary/promotional material like visiting cards, certificates, pamphlets, reports, etc. / on virtual platforms. In the event of a CB or its clients wishes to use the QCI logo, explicit writing approval needs to be sought from the QCI

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.
- 2.7. For the RMC Capability Certification Mark and RMC 9000+ Capability Certification Mark, certified plant manufacturer, by affixing the Mark the manufacturer declares on his sole responsibility that the product conforms to all applicable Scheme requirements, and that the appropriate conformity assessment procedures have been successfully completed.
- 2.8. By affixing the Mark on a product, a RMC Capability Certification Mark and RMC 9000+ Capability Certification Mark plant manufacturer is declaring, on his sole responsibility (and irrespectively of whether a third-party has been involved in the conformity assessment process), conformity with all of the Scheme requirements to achieve VCS for RMCPCS Certification marking.

3. Guidelines for RMCPCS Certification of RMC manufacturers using subcontracted facilities (If applicable)

In cases where the RMC manufacturer (brand owner of RMC) requires certification in its name under RMC Plant Certification Scheme (RMCPCS), uses subcontracted facility(ies) for manufacturing of RMC as per its defined processes and RMC specifications, and the owner of the subcontracted facility complies with the legal requirement as per the Table 1 of the 'Criteria for Production Control of RMC', the following shall have to be ensured:

1. Both RMC manufacturer as well as the subcontractor shall be legal entities as per law.
2. The RMC manufacturer, who intends to have RMCPCS Certification in its name, shall be fully responsible for ensuring compliance to all the requirements under RMCPCS at all times, including specific compliances / requirements to be complied by its subcontracted facility(ies), with a clear description of the responsibility between itself and its subcontracted facility(ies), documented in its Quality Management Systems established for RMCPCS.
3. The RMC manufacturer shall have a separate legal contract (at least for a period of 1 year, with a provision for renewal until the certification under RMCPCS is held) with its subcontracted facility(ies) for each specific location that defines the terms & conditions of contract, and the obligations of both parties, including the responsibility for regulatory approvals as required to comply with the 'Table 1' of the 'Criteria for Production Control of RMC'.
4. The validity of the Certificate shall commensurate to the period of contract and shall be accordingly co-terminus.
5. The RMC manufacturer shall ensure that its subcontracted facility(ies) do not have or enter into any contract with other RMC manufacturers or manufacture / supply RMC for others RMC manufacturers.
6. The RMC manufacturer shall ensure that it declares the correct location and address of their subcontractor(s) facility(ies) seeking certification under RMCPCS, or any change in address or relocation of facility.

7. The RMC manufacturer, along with its subcontracted facility(ies), on demonstrating compliance to the requirements of RMCPCS shall be issued a certificate by the Certification Body containing at least the following details:
 - a. Name of RMC Manufacturer (*as the name in which the certificate is issued*) with location & address of its Main Office from where the overall system for RMCPCS is managed and maintained;
 - b. Location & address of the subcontracted RMC manufacturing facility with the name of Subcontractor (*as RMC Manufacturing Facility Operator*).
8. Such certificates issued in the name of RMC Manufacturer along with the name of RMC Manufacturing Facility Operator under RMCPCS shall remain valid for a certification period or until the validity of legal agreement between RMC manufacturer and the subcontractor, whichever is earlier.
9. The RMC manufacturer shall be responsible to intimate the certification body at least 2 weeks in advance before the legal agreement with the subcontractor is to expire, and its intent to renew the validity of the legal contract, or immediately on termination of the legal contract or on closure or relocation of the RMC manufacturing facility.
10. The RMC Manufacturer shall ensure the complete adherence and compliance of RMCPCS and shall be responsible for the action of its subcontractor qua the obligations owe under the scheme.
11. The RMC manufacturer shall ensure the access to the location of subcontracted facility as and when required by the certification body.
12. RMC manufacturer shall ensure that the facility is well enough organized and able to meet the requirements as per the quality standards of the scheme and the subcontractor has complied the requisite norms and statutory obligations.
13. RMC manufacturer shall ensure having adequate facility and approved procedure being observed at the subcontracted facility and any non-compliance or non-adherence to the terms of the scheme would be a ground for revocation of certificate.
14. Certified RMC manufacturer shall be rendered liable for any non-conforming process adopted in contravention to the scheme while manufacturing the product.at the subcontracting facility.
15. The RMC manufacturer shall indemnify and hold QCI harmless against any claim, loss, arising out of non-compliance, negligence, act, omission or any breach of obligations or any violation of applicable law, rule or regulation in respect of the manufacturing activities carried on at the subcontracted facility.

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 : _____