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1. Purpose

- 1.1. RMC Plants that have been certified under the Ready Mix Concrete Plant Certification Scheme (RMCPCS) by the QCI approved ESCPL and have entered in to a written contract with QCI, are eligible to use the RMC Capability Certification Mark/Logo as per the provisions mentioned.
- 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 enabling the manufacturer to use the Mark as per the specifications.
- 1.3. The RMC Plant Certification Mark is a protected mark owned by QCI, the scheme owner of the RMC Plant Certification Scheme (RMCPCS), 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 RMCPCS specifies certifications: RMC Capability Certification
- 2.2. This document covers requirements for use of the Mark with respect to RMC Capability Certification.

3. Requirements for Use of Mark

- 3.1 The RMC manufacturers that have been certified under the Scheme, are eligible to use VCS for RMCPCS certification mark(s).
- 3.2 The approved/accredited certification body shall make provision for ensuring the same in its system for certification under VCS for RMCPCS and shall make this requirement a part of its legally enforceable contract with the certified client.
- 3.3 Any infringement may lead to the suspension or cancellation of the certificate. In no circumstances are different combinations of the colour scheme not used.
- 3.4 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.
- 3.5 The certified RMC Plant manufacturer shall not make any misleading claims with respect to the Certification Mark.
- 3.6 It shall not use the Certification Mark in such a manner as to bring the Scheme Owner into disrepute.
- 3.7 The certified organisation, upon suspension or withdrawal of its certification, shall discontinue use of the Certification mark, in any form.
- 3.8 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.
- 3.9 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 RMCPCS Certification Process” and “VCS for RMCPCS Requirements for Certification Bodies”.

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- 3.10 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.
- 3.11 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.
- 3.12 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.

4. Obligation of the Approved Certification Body

- 4.1 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.
- 4.2 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.
- 4.3 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:
 - 4.3.1 Name and address of the certified organisation.
 - 4.3.2 Legal entity Status (with evidence).
 - 4.3.3 Names of the top management/ownership details.
 - 4.3.4 Details of the Certification granted – level, number, validity, etc.
 - 4.3.5 Any other significant detail as considered relevant.
- 4.4 The certification body shall also forward the copy of the draft certification document it intends to issue to the certified organisation.
- 4.5 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.
- 4.6 The certification body shall also make provision for collecting on behalf of QCI, the annual fee for use of RMCPSCS Certification Mark from the certified RMC Plant manufacturer and forwarding the same to QCI.
- 4.7 The certification body shall also make provision for informing QCI, about any changes in the certification status, like suspension, withdrawal, etc.
- 4.8 The contract between QCI and the certified agency shall be valid as long as the agency holds valid certification under the RMCPSCS or unless otherwise advised to do so.
- 4.9 Only after the certification body obtains NABCB accreditation for RMCPSCS, 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.

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- 4.10 As far as market surveillance activities are concerned, market surveillance through CBs are required to check the conformity of a product:
- 4.10.1 in accordance with its intended purpose (as defined by the manufacturer) and
- 4.10.2 under the conditions of use which can be reasonably foreseen, that is when such use could result from lawful and readily predictable human behavior.

5. Process for Use of Certification Mark

- 5.1 A certified RMC plant manufacturer may apply for certification as available under the RMCPCS – Capability Certification and 9000+ Capability Certification.
- 5.2 The applicants shall submit their applications for the use of certification mark in the prescribed format enclosed vide Annexure I.
- 5.3 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.
- 5.4 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.
- 5.5 This process shall be facilitated by the QCI approved certification body.
- 5.6 The certification mark pertaining to the respective RMC Plant Certification level may be used as any photographic reduction or enlargement.
- 5.7 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.
- 5.8 Any other requirement stated in scheme documentation for use of certification mark to be considered along with above requirements.

6. Mark and its Usage

- 6.1 Under the RMCPCS two levels of Mark shall be issued – RMC Capability Certification and RMC 9000+ Capability Certification.
- 6.2 The certificates issued to the clients can be either for one Mark or a combination of either of the 2 Marks.
- 6.3 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.
- 6.4 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.
- 6.5 The RMC Plant manufacturer may also use the RMC Capability/ 9000+ Capability certificate issued by the certification body as part of publicity material.
- 6.6 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.
- 6.7 The RMCPCS Marks shall have distinct colours for each level as per Appendix A.
- 6.8 All of the Marks in the 2 levels can also be printed in Grey Scale.
- 6.9 The various components of the RMCPCS marking must have substantially the same vertical dimension, which may not be less than 5 mm. This minimum

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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.

- 6.10 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.
- 6.11 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.

Appendix A

Mark for RMC Capability Certification:



7.1 Design of the NABCB Accreditation Symbol and IAF MLA / ILAC MRA Mark

NABCB Accreditation Symbol is a combination of NABCB Logo with unique accreditation number as granted to an accredited conformity assessment body (CAB) written below the NABCB Logo. The design of the NABCB logo is enclosed at Appendix 'A' and the NABCB Accreditation Symbol and the Combined IAF MLA / ILAC MRA Mark is in Appendix 'B'. The design specifies the proportions of the logo and the colour combinations in which it can be reproduced. Design of other mark / symbol, like the Combined IAF MLA Mark for certification bodies / validation/verification bodies and the ILAC MRA Mark for inspection bodies is permitted for use, based on specific requirements as described in the latest versions of IAF MLA Mark document (IAF ML 2) and ILAC MRA Mark document (ILAC R7) respectively.

The Combined IAF MLA / ILAC MRA Mark shall be used subject to specific agreement signed by NABCB accredited CABs with NABCB.

7.2 Reproduction of Logo / Symbol

7.2.1 The accredited conformity assessment body is not authorized to use the NABCB logo in isolation without the accreditation number.

7.2.2 The accredited CAB can reproduce the NABCB Accreditation Symbol and the Combined IAF MLA or ILAC MRA Mark as applicable only in conjunction with its own logo/mark, as shown in the Appendix 'B', on its certificates, reports, stationery and literature associated with its accredited activities and scopes subject to the conditions specified below. The NABCB Accreditation Symbol and the Combined IAF MLA or ILAC MRA Mark cannot be printed on visiting cards.

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7.3 Use of NABCB Accreditation Symbol and IAF MLA / ILAC MRA Mark

The use of NABCB Accreditation Symbol and the Combined IAF MLA or ILAC MRA Mark as relevant by NABCB accredited CABs, and the NABCB Accreditation Symbol by the client organizations of NABCB accredited CAB, if permitted, will be under the control and supervision of the NABCB accredited CABs. The accredited CAB shall take reasonable actions to ensure that the use of the accreditation symbol by itself or by client organizations of the accredited CAB is within the conditions specified below. The IAF MLA Mark shall not be used by client organizations of NABCB accredited CABs. The ILAC MRA Mark shall not be used by clients of the CABs.

7.3.1 Content, Size and Reproduction

- a) The NABCB Accreditation Symbol shall be reproduced using NABCB logo in the proportions and the colours indicated in Appendix 'A'. The size of the NABCB logo shall not normally be reduced below the size 15x12 mm. In the event of reproduction in smaller size owing to limitation of space, the logo shall be legible with no infilling of space and letters. The symbol shall be reproduced based on the master supplied to each of the accredited CAB. Redrawn masters should never be used.
- b) The accredited CABs shall reproduce the symbol with correct reference of the accreditation number below the NABCB logo as shown in Appendix 'B'.
- c) The NABCB Accreditation Symbol shall not be reproduced by a client organization in isolation of the accredited CABs mark/logo.
- d) The mark shall only be printed in the colour combination or in the grey-black combination as specified in the Appendix.
- e) The Combined IAF MLA / ILAC MRA Mark when used under contract with NABCB shall be reproduced and used in accordance with the latest versions of IAF MLA Mark document (IAF ML 2) and ILAC MRA Mark document (ILAC R7) respectively and the stipulations in the agreement signed with NABCB.

7.3.2 Conditions for Use of NABCB Accreditation Symbol and IAF MLA /ILAC MRA Mark

The accredited body can only use the NABCB Accreditation Symbol and the IAF MLA / ILAC MRA Mark, as relevant, for the specific conformity assessment services and the office(s) of the CAB that are included in the accreditation granted by the NABCB. The accredited body shall not make any statement regarding its accreditation that NABCB may consider misleading or unauthorized, specifically:

- a) The NABCB Accreditation Symbol or the IAF MLA / ILAC MRA Mark as relevant shall be used to refer to the accredited status of the accredited CAB, and where applicable in conjunction with mark of the CAB to refer to the accredited certificates issued.
- b) The NABCB Accreditation symbol or the IAF MLA / ILAC MRA Mark as relevant shall not be used in any way that it misleads the reader about the accredited status of the CAB or its client organization.
- c) For management systems certification, neither the certification body's nor the accreditation body's symbol shall be used on the packaging of a product, labels, publicity material, written announcements etc. that in any way suggests that the certification body or the accreditation body has certified or approved any product, process or service of the certified body or in any other misleading manner. For product certification, the certification body may authorize the use of their mark on the products in accordance with their procedures. The product certification body shall ensure that product conformity mark and any mark / logo / symbol used for management systems are distinct. Use of NABCB accreditation symbol on products is not permitted.

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- d) The NABCB Accreditation Symbol or the IAF MLA / ILAC MRA Mark shall not be displayed on vehicles except in publicity material like part of a large advertisement.
- e) The NABCB Accreditation Symbol or the IAF MLA / ILAC MRA Mark shall not be displayed on buildings and flags.
- f) All quotations and contracts by the accredited CAB having the NABCB Accreditation Symbol or the IAF MLA / ILAC MRA Mark shall clearly indicate the portion of activities that are not accredited by NABCB.
- g) The NABCB Accreditation Symbol or the IAF MLA / ILAC MRA Mark shall not be used on the visiting cards.
- h) The accredited CAB upon suspension or withdrawal of its accreditation (however determined), shall discontinue use of NABCB Accreditation Symbol or the IAF MLA /ILAC MRA Mark and all advertising matter that contains any reference to an accredited status.
- i) The accredited CAB shall not allow the fact of its accreditation to be used to imply that a product, process, system or person is approved by the accreditation body.

7.4 Condition for Use of Conformity Assessment Scheme Owner Mark/Logo

- a) NABCB Accredited CABs may use the mark/ logo of the respective Scheme owner, if permitted by the Scheme owner, on their certificate along with the NABCB symbol.
- b) NABCB Accredited CABs and their certified clients under NABCB Accreditation shall always abide by any specific requirements stipulated by the respective Scheme owners (e.g. FAMI-QS, FSSC 22000, Global G.A.P., IndG.A.P., IFS, GSA-BAP, RMCPCS, AYUSH Mark, NPOP, IAQG etc.) on the use of the mark/ logo of the Scheme owner.
- c) Where the Scheme Owner Mark/logo is used, it shall only be used by the CABs on its certification documents in the defined format and colour as provided by the Scheme Owner. The Scheme Owner mark/ logo may be re-sized to fit the certification document. The Scheme Owner mark/ logo shall be represented in a way which should not appear more prominent than NABCB symbol or any other mark/ logo on the CB's certification document.

7.5 Conditions for other claims of NABCB Accreditation

- a) The accredited CAB fully conforms to the requirements of the accreditation body for claiming accreditation status, when making reference to its accreditation in communication media.
- b) Does not make any misleading or unauthorized statement regarding its accreditation.
- c) Upon withdrawal of its accreditation, discontinues its use of any reference to that accreditation.
- d) Does not refer to its accreditation in a way so as to imply that a product, process, service, management system or person is approved by the accreditation body.
- e) Informs its affected clients of the suspension, reduction or withdrawal of its accreditation and the associated consequences without undue delay.

7.6 Contravention of the conditions

- a) In case the NABCB Accreditation Symbol or Scheme Owner Mark/Logo or the IAF MLA / ILAC MRA Mark as relevant is being used by an accredited CAB or by the client of an accredited CAB contrary to the conditions specified, then the concerned CAB shall take reasonable action and where relevant advise the concerned client organization for corrective action. In situations of repeated contraventions by the client organization, the CAB may withdraw the conformity assessment attestation. In case the accredited CAB does not take suitable action against the improper use of the NABCB Accreditation

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symbol or Scheme Owner Mark/Logo the IAF MLA / ILAC MRA Mark as relevant, NABCB may suspend / withdraw the accreditation of the CAB.

b) In case the NABCB Accreditation symbol or Scheme Owner Mark/Logo or the IAF MLA / ILAC MRA Mark as relevant is being used contrary to the conditions by the accredited CAB, NABCB shall take reasonable action and advise the concerned CAB for corrective action. These conditions shall include, but not limited to incorrect or unauthorized claims of accreditation status, or misleading or unauthorized use of NABCB accreditation symbols and the NABCB accreditation symbol. Suitable actions may include, based on the severity of the contraventions, actions such as requests for corrective action, suspension, withdrawal of accreditation, publication of the transgression and, if necessary, legal action. In situations of repeated contraventions by the accredited CAB, NABCB may withdraw the accreditation of the defaulting CAB.

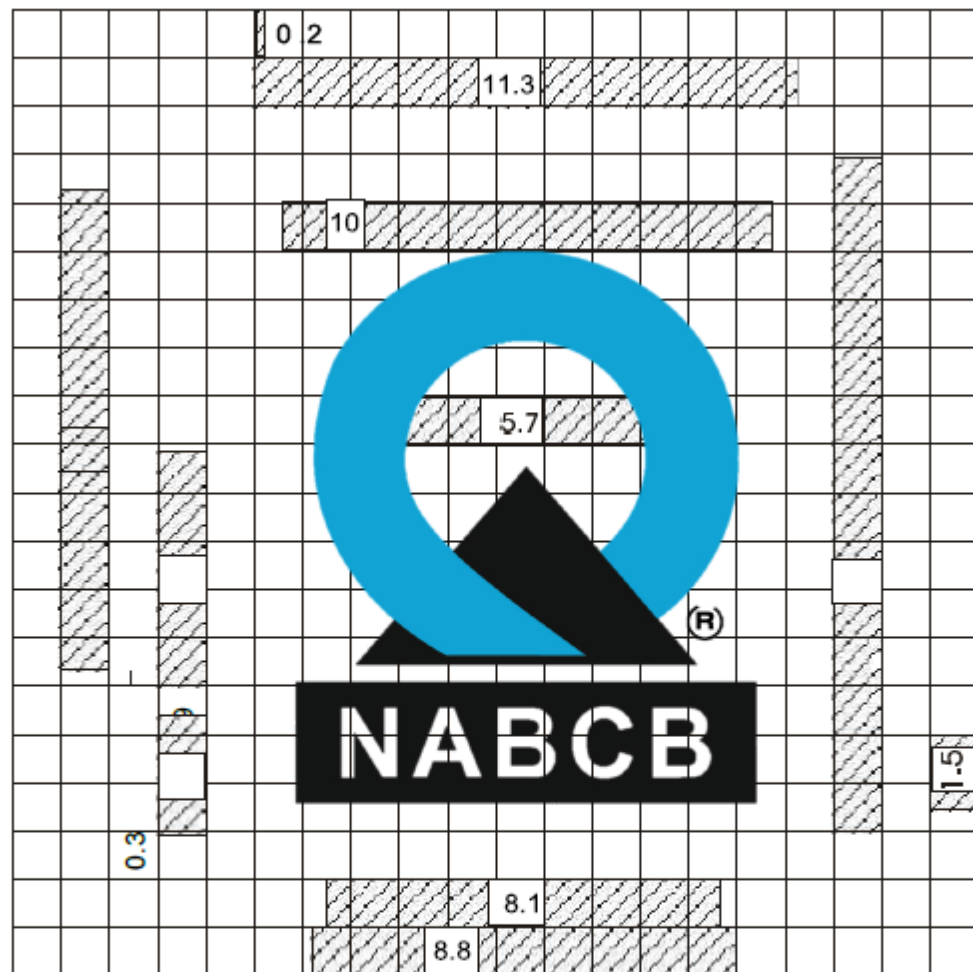
7.7 Action on Suspension and Termination

a) Upon suspension of the accreditation by NABCB, the accredited CAB shall immediately cease to use its stationery, certificates and other publicity material that has NABCB Accreditation Symbol or the IAF MLA / ILAC MRA Mark or Scheme Owner Mark/Logo on it. The use can be restarted only after the suspension is revoked by NABCB.

b) Upon termination of the accreditation on account of non-renewal / withdrawal of the accreditation, the accredited CAB shall immediately cease to use its stationery, certificates and other publicity material that has NABCB Accreditation Symbol or the IAF MLA / ILAC MRA Mark or Scheme Owner Mark/Logo on it.

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Appendix 'A'



Font: Arial True type (bold)

Colour: Circle - Cyan 80% Magenta 30% Triangle
and Outline - Black 100%.

Black & White: Circle - Black 40%

Triangle and Outline Black 100%

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Appendix 'B'

Accredited CAB

NABCB Accreditation Symbol



Mark/Logo for Accredited CAB combined with NABCB Accreditation Symbol



Annex 1
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	

Template for the contract between the ESCPL 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 ESCPL) 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 ESCPL.
- 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 ESCPL 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.

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- 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.
- 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

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- 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 RMCPSC Certification marking.

3. **Guidelines for RMCPSC 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 (RMCPSC), 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 RMCPSC Certification in its name, shall be fully responsible for ensuring compliance to all the requirements under RMCPSC at all times, including specific compliances / requirements to be complied by its subcontracted facility(ies), with a clear description of the

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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:
 - 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;
 - 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

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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: _____

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