

Annexure A**CERTIFICATION AGREEMENT- RMCPCS**

(Note: This agreement will supersede general certification requirements related to QCI RMC scheme.)

01. Certification Process for RMCPCS

01 Application Review (Review in 7 days and outcome will be intimated to clients after successful review, The Certification process to be completed within 90 days by client otherwise application will be cancelled.)

02 Plant Assessments

03 NC Clause (without closing NC's, Certificate will not be issue)

04 Certification Decision

05 QCI Agreement (QCI agreement to be sign by Client and QCI before issue the certificate)

06 Issue of Certificate (valid for 3 Yrs, subject to six monthly surveillance Audit)

02. RMCPCS RELATED CERTIFICATION AGREEMENT POINTS

01 ESCPL shall ensure that its certification agreement requires that the client comply with the following requirements in addition to those specified in the respective standards:

a) Always fulfill the certification requirements including product requirement as specified in the document "Criteria for Production Control Ready Mixed Concrete", the certification process described in the document "RMCPCS Certification Process" and the requirements specified in this document as applicable and the changes in them as communicated by the certification body, time to time;

b) The certified RMC Plant and its processes always fulfils the certification requirements;

c) The liability on account of non conforming processes shall rest with the certified RMC plant;

d) 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;

e) The client shall make claims regarding certification only in respect of the location and the scope for which certification has been granted;

f) The client shall endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner;

g) Keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to ESCPL, certification body, for its verification. The client shall also agree to take appropriate action with respect to such complaints and any deficiencies found in products/process in accordance with the requirements of the Scheme;

h) The client shall inform ESCPL, the certification body, without delay, of matters that may affect its ability to conform to the certification requirements. These shall include changes in:

i. The legal, commercial, organizational status or ownership,

ii. Organization and management (e.g. key managerial, decision-making or technical staff),

iii. Contact address and production sites/premises,

iv. 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.

v. Any other information indicating that the RMC plant may no longer comply with the requirements of the certification criteria and the certification scheme.

2. Records kept by the client in respect of the complaints received and their resolution shall be verified by the Auditor of ESCPL, the certification body, during the surveillance visits to the client's premises.

3. The client agrees for re-audit/evaluation by ESCPL, 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.
4. The client also agrees for re-evaluation by the certification body, in the event of changes in the standards to which compliance of the plant is certified.
5. In addition to the requirements as specified above the confidentiality shall also be part of the agreement with the client.
6. **Use of licence, certificate and marks of conformity** - In addition to the requirements as specified in the respective accreditation standards (clause 4.1.3 of ISO17065:2012 and clause 8.4 of ISO 17021:2011) following requirements shall also apply:
 7. In no case, the mark shall be used to imply that the product (RMC) is certified.
 8. The client shall ensure that the Certificate is used only with reference to the RMC plant (s) certified. Accordingly the Certification Mark shall be put on the delivery challan carrying reference to the supplies made by the certified Plant. Each delivery challan shall carry the following information:
 - a. Address of the RMC Plant.
 - b. Certification Number.
 - c. Certification Mark.
 - d. CB Logo.
 9. In case of non-compliances to specified requirements with respect to use of certification mark, misuse, including false claims as to certification and false use of ESCPL, the certification body marks appropriate action shall be taken, under PD-RMC-02 .
 10. The client shall not use the certification mark in any way prior to grant of certification.
 11. ESCPL, The certification body, shall ensure the secure handling of confidential information (e.g. documents, records).

12. **Classification and Closure**

Non Conformity	Description	Time frame for closure
Critical	Non compliance with a requirement which indicates Plant's capability to produce and deliver RMC to meet the customer requirements	Within 15 days Corrective Actions shall be submitted to ESCPL within 10 days Onsite verification to be Undertaken within 5 days decision taken either to close the NCs or suspend certification
Major	Non conformity regarding a Management system requirement which does not allow the production and delivery process to meet the customer requirements (applicable to ISO 9001 requirements only as defined by ESCPL), or As given in the Criteria for classification below	Within 1 month. Evidences of closure shall be provided to the ESCPL; verification to be done on site
Minor	Non compliance with a requirement which does not compromise either the overall management System effectiveness or the production and delivery process	Within 3 months; Evidences of closure shall be provided to the ESCPL: verification to be done in the Following surveillance audit.

13. Criteria for Classification

Critical NCs	Major NCs	Minor NCs
Check List items as under: 3.2.1.1 (Storage - Cement only), 3.2.1.2 (Batching & Mixing), 3.3 (Laboratory), 5 (Concrete Mix Design), 6 (Production and Delivery), 6.1 (Identification and traceability), 7 (Control of Process control equipment and measurements)	3.2.1.1 (Storage – other than Cement), 3.2.1.3 (Delivery Fleet), 3.4 (Key Personnel), 4 (Control of Incoming materials), 8 (Complaints)	6.2 (Control of non-conforming products), 9 (Feedback)

The certified clients shall be shown with a green colour code on the ESCPL website as a sign of their current status. In case critical NCs are raised, the status shall be classified as 'Certification Status under Review' and colour coded as Orange. In case the certification is suspended, the colour code Red would be used to indicate the status of certification.

14. Any non-compliance observed during audit, for which corrective actions are taken on-site during audit and not raised as non-conformity, shall however be reported in the report findings.

The Non Conformities and related corrections and corrective actions shall be:

- a) prepared by the Team leader before the Closing Meeting
- b) discussed with the client
- c) countersigned by the Team leader and the client's representative
- d) sent to the ESCPL for verification.

15. Surveillance

15.1 Type

Two types of surveillance audits shall be carried out:)

- a) Planned Surveillance Audits
- b) Surprise Audits (with a short notice of 3 days)

15.2 Frequency

In order to have more stringent control on production and delivery processes and monitor the effective implementation of the Certification Scheme, the frequency of surveillances shall be as follows:

Surveillance Audit shall be conducted within every six month period with at least one Surprise Audit in a year.

The Surprise can be in addition to Surveillance audit shall be one of the two Surveillance audits to be carried out in a year. Surveillance shall normally be held within the defined period and a delay of maximum one month beyond the due date shall only be allowed in exceptional circumstances. Any further failure to conduct surveillance shall result in suspension of the certificate.

16. Suspension of Certificate

Suspension (Ref- QP-RMC-11)

ESCPL shall issue instructions to the certified RMC plant for suspension of certification when

- 1. A critical NC is raised during any surveillance audit and not resolved within 15 days
- 2. The major NCs issued are not closed in timelines prescribed
- 3. Repeated major NCs are raised in consecutive surveillance assessments
- 4. There is failure to organize a surveillance audit within the specified time period
- 5. There is nonpayment of outstanding dues
- 6. Any major changes have taken place in the legal status, ownership, name etc without prior information to ESCPL
- 7. Any wilful misuse of the logo of the Scheme is detected
- 8. Any wilful false declaration in the application form or otherwise is detected

9. Excessive or serious complaints against the RMC plant's production or management system are received and are found to be valid.
10. The RMC plant voluntarily requests a suspension. Such request must be submitted in writing to ESCPL along with the reasons. ESCPL may decide to accept the request but may not allow the client to revoke suspension on its own.
11. ESCPL shall issue due notice of at least one week for suspension of certification to the RMC plant. In case of critical NCs, the notice may not be required.
- a) On receipt of instructions for suspension of certification, the certified plant shall suspend claiming RMC certification with immediate effect.
- b) ESCPL shall revoke suspension only when Corrective actions have been taken and verified by ESCPL, the certification body.
- c) Suspension shall not exceed a period of six months. The RMC plant's inability to resolve issues relating to suspension within this period shall lead to withdrawal of certification after due notice of 15 days is given.

17 Withdrawal (Ref- QP-RMC-11)

17.1 ESCPL shall withdraw the certificate when

- 1 Certified unit contravenes the terms and conditions of certification and provisions of the RMC Plant certification scheme
- 2 RMC Plant is not conforming to the requirements of the Certification Criteria and the corrective actions taken are not ensuring compliance,
- 3 the proposed plan for corrective actions will take a considerable time beyond 6 months for implementation;

17.2 ESCPL shall withdraw the certificate at the request of the certified plant, if the operation(s) in the certified plant premises can no longer be carried due to reasons of natural calamities such as flood, fire, earthquake etc, lock out declared by the management, or closure of business operations etc.

18. Conditions for use of RMC Plant Certification Mark

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 9 of this agreement "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 ESCPL 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 ESCPL 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 ESCPL 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.

g) The certified RMC plant shall sign a legally enforceable agreement with the ESCPL, 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.

h) 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 ESCPL for onward submission to QCI.

Signed by Authorized Representatives of ESCPL and the Client Organization

For EQUALITAS SYSTEMCERT PRIVATE LIMITED

For the client:

Date _____

Date _____

Name: _____

Name: _____

Signature: _____

Signature: _____

Designation: _____

Designation: _____

Company Seal

Company Seal