



CIDBH PRODUCT CERTIFICATION SCHEME

GUIDELINES FOR APPLICANTS TO THE CIDBH PRODUCT CERTIFICATION SCHEME

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GUIDELINES FOR APPLICANTS TO THE CIDBH PRODUCT CERTIFICATION SCHEME

1. BACKGROUND

This Guidelines (“Guidelines”) is intended to assist any person who intends to import certain construction products into Malaysia. Such person must obtain prior approval or permit known as Certificate of Approval (“COA”) from relevant government agencies before being imported. This is to ensure that the construction products imported are safe and comply with the relevant Malaysian Standard. The Ministry of International Trade & Industry (“MITI”) has appointed Construction Industry Development Board (“CIDB Malaysia”) as the agency responsible for enforcing the mandatory Malaysian Standard in construction products imported. However only the following construction products specified in the Customs Directive (Prohibited Imports) 1998 Amendment 2003 & 2004, may be issued with the Certificate of Approval (“COA”):

- Sanitary wares
- Ceramic tiles

The Certificate of Approval (“COA”) is issued by or on behalf of the Chief Executive, CIDB Malaysia. There are a number of methods to obtain the Certificate of Approval (“COA”) for the Sanitary wares and Ceramic tiles. One of the methods is by the Product Certificate method and this may be achieved by the issuance of a Product Certificate. CIDB Malaysia has permitted CIDB Holdings Sdn Bhd (“CIDBH”) to issue such Product Certificate. CIDBH has developed a CIDBH Product Certification Scheme (“CIDBH Scheme”) as a framework to issue the Product Certificate. The CIDBH Scheme¹ includes among others the following elements:

- Sampling
- Determination (including testing, measurement, inspection, design appraisal, assessment of document and service and auditing)
- Review (Evaluation)
- Decision on Certification
- Licensing
- Surveillance

¹ The CIDBH Scheme is a type 5 defined in the **ISO/IEC 17065:2012 Conformity assessment -- Fundamentals of product certification as revised by ISO/IEC 17067:2013 Conformity assessment -- Fundamentals of product certification and guidelines for product certification schemes**

2. OVERVIEW OF CIDBH PRODUCT CERTIFICATION SCHEME (“CIDBH SCHEME”)

A person (“Applicant”) who can either be a company, individual or other legal entity may apply to CIDBH to have its product and model (“Product”) certified in accordance to the CIDBH Product Certification Scheme (“CIDBH Scheme”): *see paragraph 4 Application Procedures*. Generally, CIDBH will perform the following certification process:

- CIDBH will make a determination for example testing, measurement, inspection, design appraisal, assessment of document and service and auditing all certification-related information and document provided by the Applicant, including the product test report.
- CIDBH will check to make sure the submitted information demonstrates that the Product passed the formal testing process and the Product meets the applicable requirements under the CIDBH Scheme.
- CIDBH will also perform audit in relation to the factory (“Factory”) where the Product is manufactured to ensure compliance with the CIDBH Scheme.

However, before CIDBH commences with certification process, the Applicant must pay Fee and Out of Pocket Expenses (collectively “Cost”) specified in the Appendix A to CIDBH and such Cost must be paid at the latest before CIDBH begins the factory audit. No Cost are refunded if the Applicant’s Product fails to be certified under the CIDBH Scheme.

However, when the submission of the application by the Applicant has been verified and accepted but CIDBH takes the view that the Applicant is yet able to comply with the CIDBH Scheme, the Applicant is given up to two years from the date of the application for the Products to comply with the requirements of the CIDBH Scheme and the Applicant need not pay the Fees imposed by CIDBH but the Applicant must still bear any Out of Pocket Expenses in relation to any further audit and testing of the Product: see further in the paragraph on Pre Certification Period.

If the entire audit and testing indicates that the Product complies with the CIDBH Scheme, upon CIDBH’s recommendation, a Certification Report (“Certification Report”) in the form as may be determined by CIDBH is prepared and forwarded to CIDBH’s Product Certification Committee. If the CIDBH’s Product Certification Committee approves certification, CIDBH will notify the Applicant of the successful certification and a Product Certificate in respect of the Product is issued to the Applicant subject to the terms and condition specified in the CIDBH Product Certificate Agreement signed by the Applicant and CIDBH for a duration of one year or such other duration as may be determined by CIDBH.

Such Product Certificate is issued in respect of each successful application for each required standard. If there is any inconsistency between the provisions of this Guidelines and the Agreement, the Agreement shall prevail to the extent of its inconsistency. The term “Applicant” in this Guidelines includes the “Certificate Holder” if the Applicant is issued the Product Certificate.

3. PRODUCT THAT MAY BE CERTIFIED UNDER THE CIDBH SCHEME AND ITS MALAYSIAN STANDARD

The following products specified in the Appendix B may be certified under the CIDBH Scheme together with the required standards.

4. APPLICATION PROCEDURE AND RESPONSIBILITIES OF APPLICANT

Overview

- Upon enquiry, the Applicant will be given the Application Form which includes questions relating to the Product that the Applicant intends to be certified.
- Complete the Application Form and submit to CIDBH.
- CIDBH will forward a quotation for the Product Certification and if it is acceptable to the Applicant, the Applicant shall forward the following to CIDBH:
 - (i) Declaration of Approval from Relevant Authority;
 - (ii) Declaration of Approval for Trade Mark Registration/Brand Name;
 - (iii) Documentary proof of the relationship between the Applicant and the Manufacturer showing that the Manufacturer agrees to manufacture the Product for importation by the Applicant and that the Manufacturer consents to the audit of its Factory, and that the Manufacturer agrees to be bound by the CIDBH Scheme in manufacturing and importation of the Product;
 - (iv) payment for amount to be remitted upon application;
 - (v) the full specifications of the product, including dimensioned drawings, materials, components, photographs, finishes, performance characteristics, labels used and installation instructions;
 - (vi) relevant test reports of the product, if available.

The quotation is valid for a period of 30 days from the date of the quotation.

- By completing the Application Form, the Applicant agrees to be bound by the provisions in this document.

Application Procedure Flowchart

- The flow chart showing the procedure for obtaining the Product certification is as shown in the Appendix C.

Pre – Certification Period

- When the submission of the Application Form by the Applicant has been verified and accepted, the Applicant is given up to a period of two years (“Application Period”) from the date of the Application Form for the Products to comply with the requirements. During this Application Period, the Product is tested for compliance against the required standards and the quality system practiced in the Factory is monitored, audited. Samples are selected by CIDBH. If the Product fails to be certified and the Applicant intends to further subject the Product to the certification process within the Application Period, the Applicant need not pay the Fees imposed by CIDBH but the Applicant must bear any Out of Pocket Expenses in relation to any further audit and testing of the Product. An application is considered terminated if the Applicant and Manufacturer are unable to meet the CIDBH Scheme within the Application Period. However, a new application may be submitted provided that the Applicant pays for the Fees and Out Of Pocket Expenses.

Enquiry and Application

- The Applicant shall ensure that any information and document disclosed and supplied by the Applicant for the Product certification process is true, fair, accurate and complete in all aspects and the Applicant shall not mislead CIDBH in relation to any such information and document in any way.
- The Applicant shall ensure that the Applicant discloses and supplies all information and document so as to enable CIDBH to make a true, fair, accurate and complete assessment of the Product and the Applicant shall not fail to disclose or supply such information and document. Any failure of the Applicant to disclose or supply such information and document which may materially affect the certification process, may also lead to suspension or revocation of the Product Certificate if it was issued without such material non disclosure or supply being made known and the Product Certificate Agreement may be also terminated if the Product Certificate is revoked.
- The Applicant shall complete the Application Form truthfully, fairly, accurately and completely and the Applicant shall not mislead CIDBH in completing the Application Form.
- Any information and document disclosed or supplied by the Applicant in relation to the Product Certification process shall not be contrary or in contravention of any law or rights of any party including but not limited to any intellectual property rights and the Applicant shall indemnify CIDBH for any losses and damages incurred by CIDBH arising from the disclosure or supply of such information and document.

Factory Audit

- The Applicant shall facilitate CIDBH when CIDBH makes an audits of the Factory where the Product is Manufactured.

- The Applicant shall ensure that CIDBH has all the relevant approvals and permits from the relevant authorities in the country –
 - (i) where the Factory is situated so as to enable CIDBH to make a true, fair, accurate and complete audit of the Factory; and
 - (ii) in relation to any samples sent back to Malaysia.
- The Applicant shall ensure that the Manufacturer offers such assistance and co-operation as may be necessary to CIDBH to enable CIDBH to make a true, fair, accurate and complete audit of the Factory. All travel expenditure, flight tickets, visa, airport tax and passenger surcharge and accommodations and transport to the Factory and other Out of Pocket Expenses relevant to the audit will be borne by the Applicant. The Applicant is also responsible for providing traveling insurance, and is also responsible for the safety and health of CIDBH officers during the Factory visit and CIDBH reserves the right not to perform the audit if there are doubts in the opinion of the CIDBH officers as to their safety and health.

Sample Selection and Testing

- The Applicant shall ensure that the Manufacturer permits CIDBH to independently select a range of sample of the Product without any interference and objection from such Manufacturer or Applicant and that the Applicant shall further ensure that the Manufacturer permits CIDBH to mark the sample in such manner as may be determined by CIDBH for identification purposes.
- The Applicant shall ensure that the Manufacturer permits CIDBH to test the sample and to obtain the agreement from such Manufacturer that CIDBH shall not be responsible for any damages, cost or destruction of the sample.
- If the testing is to be done in the Factory, the Applicant shall ensure that the Manufacturer facilitates and gives such cooperation as may be necessary to ensure proper testing.
- If the testing is to be done in Malaysia, the Applicant shall ensure that that any sample that was selected by CIDBH shall be packed and transported back to a location in Malaysia as may be determined by CIDBH in the same quality and conditions as when it was first selected and the Applicant shall ensure no tampering or other interference is made to the sample.
- CIDBH may forward a copy of the Certification Report relating to the CIDBH Scheme to the Applicant.

Fee and Out of Pocket Expenses (“Cost”)

- Any Fee and Out of Pocket Expenses (collectively “Cost”) in relation to the certification of the Product shall be borne by the Applicant. The Cost is specified in the Appendix A. The Cost shall include certification, factory audit, market sampling, sample, inspection, testing and compliance.

- Such Cost is chargeable on the basis of each application in respect of each required standard for each Product.
- No Cost or any part thereof chargeable or paid in relation to the CIDBH Scheme shall be refunded under any circumstances including but not limited to cancellation, termination, revocation and surrender.

General Obligations

- In addition to the obligations specified above, in the event the Product is successfully certified in accordance to the CIDBH Scheme, the Applicant shall comply with the provisions of the CIDBH Product Certificate Agreement to be entered between the Applicant as Certificate Holder and CIDBH.
- For the purpose of any application by the Applicant in relation to its Product, any knowledge of the Manufacturer in relation to the Product is deemed to be knowledge the Applicant.

Indemnity

- The Applicant shall indemnify CIDBH for any damage or loss, whether directly or otherwise, incurred or suffered by CIDBH arising or consequent to the certifying process and the issuance of the Product Certificate in respect of the Product.

Responsibilities Once Product Certified

- Once the Product has been certified, it is the responsibility of the Applicant (now "Certificate Holder") to ensure that the requirement under the CIDBH Scheme is complied with.
- CIDBH has the right to perform audit or surveillance or both and include testing and inspection (collectively "Audit") of the Product and Factory where it is manufactured with or without notice from time to time and Certificate Holder shall ensure co-operation and facilitation from the owner or the person in charge or control of the Factory ("Manufacturer") and the relevant authorities. CIDBH may perform market sampling and Audit at such frequency it may determine at the Certificate Holder's Cost.
- Where there are complaints regarding the Product, the number of such Audit will depend on the seriousness of the complaints.
- The Certificate Holder may renew the Product Certificate subject to compliance of the CIDBH Scheme including factory audits, testing and payment of the required Cost. However, under normal circumstances and if there is no complaint regarding the Product, the Product need only undergo surveillance every year before renewal of the Product, unless determined otherwise by CIDBH. For the fourth year of renewal or such other period as may be determined by CIDBH, in addition to the foregoing, the renewal application is

treated as a new application. For the purpose of this Guidelines, “surveillance” means in relation to the Product, any one or more of the following in such manner and frequency as may be determined by CIDBH:

- (i) testing or inspection of samples from the open market;
 - (ii) testing or inspection of samples from the Factory;
 - (iii) quality system audits combined with random tests or inspections; or
 - (iv) assessment of the production process or service
- The Certificate Holder shall supply to CIDBH in the form and time period as may be determined by CIDBH, a list of all retailers, distributors, manufacturers or any person supplying the Product (whether for sale or otherwise) to any person.
 - CIDBH shall not be responsible for any damage or loss, whether directly or otherwise, incurred or suffered by the Certificate Holder arising or consequent to the certifying process and the issuance of the Product Certificate in respect of the Product.
 - The Certificate Holder shall provide on request, access to Standards Malaysia assessment teams to witness the CIDBH’s team performing the Audit and surveillance at the Factory and in the event the Certificate Holder is not the Manufacturer, the Certificate Holder shall ensure that the Manufacturer provide such access to Standards Malaysia assessment teams to witness the CIDBH’s team performing the Audit and surveillance at the Factory.

5. HOW TO COMPLY WITH THE CIDBH SCHEME

- The Applicant has to prove to CIDBH that the Product the Applicant intends to certify complies with the required Malaysian Standards or any international standards as may be determined by CIDBH.
- The Applicant has also to prove to CIDBH of its relationship with the Manufacturer showing that the Manufacturer agrees to manufacture the Product for importation by the Applicant and that the Manufacturer consents to the audit and surveillance of its Factory, and that the Manufacturer agrees to be bound by the CIDBH Scheme in manufacturing and importation of the Product including the provisions in the Certification Report;
- The Applicant has to prove to CIDBH that the Manufacturer must have a quality control plan, the elements of which shall comply with Malaysian Standards or any international standards acceptable to CIDBH, to verify the Product to the required standard.
- The Applicant has to prove to CIDBH that the Applicant as well as the Manufacturer must comply with the “Procedures for Importing Construction Materials” issued by CIDB and includes any amendment to the procedures.
- The Applicant has paid the required Fee and Out of Pocket Expenses (collectively “Cost”).

- The Applicant has to comply with all of the requirements in this document and the Application Form and other document on the CIDBH Scheme (if any)
- If the Product is successfully certified, the Certificate Holder (ie the Applicant) has to comply with the CIDBH Product Certificate Agreement which the Applicant has to sign and he will be given the Product Certificate. Subject to CIDBH Product Certificate Agreement, CIDBH certifies the Product under the CIDBH Scheme and CIDBH issues the Product Certificate to the Certificate Holder and the Product is certified on the Commencement Date of the CIDBH Product Certificate Agreement and shall continue for the Duration of the CIDBH Product Certificate Agreement and shall expire at the expiry of the CIDBH Product Certificate Agreement unless earlier terminated in accordance to the CIDBH Product Certificate Agreement.
- The Product Certificate may be suspended by CIDBH for a period to be determined by CIDBH for the following reasons:
 - (i) if the Audit or surveillance or both or retest indicate breach, non-conformance or contravention (collectively “contravention”) with the requirements of such a nature that immediate revocation is not necessary or that in the opinion of CIDBH, the Certificate Holder will successfully remedy such contravention within the time determined by CIDBH;
 - (ii) if a case of improper or illegal use of the Product Certificate or the CIDBH certification mark (“Certification Mark”), e.g. misleading prints or advertisement is not solved by suitable retractions and appropriate remedial measures by the Certificate Holder;
 - (iii) if there has been any other contravention to the Product Certification Agreement or the CIDBH Scheme;
 - (iv) if the Certificate Holder fails to comply with the due settlement of his financial obligation to CIDBH;
 - (v) if any of the conditions or provisions in the Certification Report is no longer applicable to the Certificate Holder or Manufacturer or that the Certificate Holder or Manufacturer does an act or omits to act in a manner that contravenes or results in the contravention of the Certification Report;
 - (vi) if the Certificate Holder fails to comply with the due settlement of his financial obligation to CIDBH;
 - (vii) if the Manufacturer fails to –
 - (aa) consent to the audit or surveillance or both of its Factory;
 - (bb) comply with the CIDBH Scheme;
 - (viii) an order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction) of the Applicant; or

- a Product Certificate may, upon application by the Certificate Holder before the expiry of an existing Agreement, also be voluntarily suspended after mutual agreement between CIDB Holdings and the Certificate Holder for a period not exceeding two (2) years commencing from the expiry of the existing Agreement and subject to the terms and conditions as may be determined by CIDBH due to non-production of the Product or for other reasons. The terms and conditions that CIDBH may impose include payment of fees during the suspension period. The Agreement shall automatically be extended to the period of voluntarily suspension unless otherwise determined by CIDBH. Should the Certificate Holder wishes to activate the Product Certificate, he may do so subject to the Certificate Holder complying with the terms and conditions that CIDBH may impose including undergoing surveillance if the Certificate Holder is eligible for renewal, or undergoing full audit if CIDBH treats the application for activation as a new application.

- The Product Certificate may also be revoked by CIDBH for the following reasons:
 - (i) if at the end of the suspension period, the Certificate Holder fails to remedy the contravention to the Product Certificate Agreement or the CIDBH Scheme;
 - (ii) if during Audit or surveillance or both, it was found that the contravention is of a serious nature in the opinion of CIDBH;
 - (iii) if the Certificate Holder fails to comply with due settlement of his financial obligation to CIDBH;
 - (iv) if there has been any other contravention to the Product Certification Agreement or CIDBH Scheme of such a nature that immediate revocation in the opinion of CIDBH is necessary;
 - (v) if the Product is banned from use by relevant regulatory authorities;
 - (vi) if the CIDBH Scheme or required standard or law or administrative rules have been amended and the Certificate Holder is either unwilling or unable to comply with the amendment;
 - (vii) if the Product is no longer available including if there has been no production of the Product in the past three (3) years;
 - (viii) if the Certificate Holder is dormant or wound up or inactive;
 - (ix) if any of the conditions or provisions in the Certification Report is no longer applicable to the Certificate Holder or Manufacturer or that the Certificate Holder or Manufacturer does an act or omits to act in a manner that contravenes or results in the contravention of the Certification Report;
 - (x) if the Manufacturer fails to –
 - (a) consent to the audit or surveillance or both of its Factory;
 - (b) comply with the CIDBH Scheme;

- (xi) an order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction) of the Certificate Holder;
 - (xii) if there is consolidation of Product Certificate.
- A revocation shall have the effect that the Product Certificate Agreement is terminated. Such termination shall not prejudice any of the Certificate Holder's or CIDBH's right and remedies which have accrued as at or prior to termination.
 - The Product Certificate may also be withdrawn by the Certificate Holder by giving thirty (30) days notice to CIDBH if the Certificate Holder does not wish to continue with the Product Certification and the Product Certificate is deemed to be withdrawn at the expiry of the thirty (30) days notice or such other shorter days as may be agreed by CIDBH;
 - If the Product Certificate is suspended (including voluntary suspension) or revoked by CIDBH or withdrawn by the Certificate Holder, the Certificate Holder shall, forthwith,
 - (i) not import any Product which its Product Certificate is suspended;
 - (ii) not use any Certification Mark on any Product so suspended nor represent to any person that the Product is so certified; and
 - (iii) return to CIDBH, the original Product Certificate of the Product so suspended for temporary possession
 - During the duration ("Duration") of the Product Certificate Agreement, the Certificate Holder shall not amend any of the procedures and conditions in relation to the Product, Factory, Manufacturer and Applicant under which the Product Certificate was issued, unless the Certificate Holder provides to CIDBH notice, in writing, of his intention to amend any of them and shall have received notice of approval, in writing, by CIDBH of such variation.
 - The Certificate Holder shall comply with the following obligations and responsibilities, in relation to the requirements for the supervision, inspection, testing and record keeping during the process of manufacture in order to ensure maintenance of the requisite quality control and compliance of the Product with CIDBH Scheme:
 - (i) The Certificate Holder shall nominate to CIDBH a person ("Certificate Holder Representative") who will be responsible for the quality of the Product and for complying with the Product Certification Agreement. The Certificate Holder shall also nominate other person who shall be responsible in the absence of the Certificate Holder's Representative. Any changes to the Certificate Holder's Representative shall be notified to CIDBH for approval. The Certificate Holder's Representative shall have access to the Product Certification Agreement.
 - (ii) The Certificate Holder's Representative shall have a copy of the agreed process flow chart, the design drawing, specification, or product formulation and the quality control practice as recorded in the Certification Report.

- (iii) Internal factory procedures shall be in accordance with the Certification Report and the Certificate Holder shall ensure that the Manufacturer takes all steps so as to ensure quality control acceptable to CIDBH. The Certificate Holder shall ensure that the Manufacturer operates a system whereby a batch² of substandard quality Product can be isolated, and immediate corrective action taken on the production line. The Certificate Holder shall also have an area set aside to house these Products until the problem has been rectified.
- The Certificate Holder shall be responsible to ensure that all the statutory requirements and/or by-laws currently in force are complied with.
- Quality Control (Raw Materials and Components)
 - (i) The Certificate Holder shall ensure that the Manufacturer operates a system of inspection and/or testing in respect of all deliveries of raw materials and/or components etc. to ensure such compliance. Where the raw materials, components and any processes require evidence of compliance with specification, they shall be accompanied by suppliers' certificates, or other acceptable supporting evidence.
 - (ii) Where the raw materials, components or processes are required to be identified by CIDBH, the Certificate Holder shall ensure that the Manufacturer's system of record shall enable the finished product to be related to the raw materials, components and processes.
 - (iii) The Certificate Holder shall ensure that the Manufacturer shall be responsible for verifying any change or substitution of raw materials, components as being suitable before incorporation into the certified product. This information shall be forwarded to CIDBH for approval and incorporation into the Certification Report.
- Quality Control (In Process & Final Inspection and Testing)
 - (i) The Certificate Holder shall, at his own expense, undertake or ensure that the Manufacturer undertakes the in process and final testing detailed in the Certification Report. Tests which cannot be carried out by the Certificate Holder or Manufacturer shall be undertaken by laboratories acceptable to CIDBH.
- Quality Control (Test Equipment)
 - (i) All equipment, instruments, apparatus and gauges identified in the Certification Report and used in production and testing by the Certificate Holder or Manufacturer shall be available at the Factory and shall be in a state of calibration and maintained in good working condition.
- Quality Control (Failures)
 - (i) In the event of a failure of a sample to meet the requirement in the routine testing, the batch represented by this sample or samples shall

² "a batch" is defined as apportion of the total production, manufactured under uniform conditions, of such size that the finished product can be identified with particular raw material and/or components or processes used in its manufacture and that it can be segregated if required.

be segregated from the main production and where practicable reworked or recycled until compliance is achieved.

- (ii) Products which fail to meet requirements shall not bear Certification Mark.

- Quality Control (Records)

- (i) Records of all tests, inspections and calibrations, carried out, shall be held for a minimum of three years and such records shall be in such a form as to enable a representative of CIDBH to verify that their quality control procedures have been continuously maintained.

- Quality Control (Complaints)

- (i) The Certificate Holder shall ensure that the Manufacturer shall keep a record of complaints received and remedial actions taken.
- (ii) These records shall be available for inspection by CIDBH upon request.

- Labeling and Marking

- (i) The Certificate Holder shall ensure that the marking and labeling of the Product by the Certificate Holder or Manufacturer shall conform to the provisions of the Required Standard, the Certification Report and any other relevant statutory requirements and administrative rules and regulations applicable to the Product.
- (ii) No change or amendment to the marking or labeling or any part thereof shall be made by the Certificate Holder without the prior written consent of CIDBH.

- Changes in Standard

- (i) CIDBH shall notify the Certificate Holder of any amendment in the required standard and CIDBH Scheme, and shall give reasonable time to the Certificate Holder and Manufacturer to adjust the process and related procedures, where necessary.
- (ii) In the event of the amendment in the required standard and CIDBH Scheme which, in the opinion of CIDBH, warrant tests in addition to or different from, those already detailed in the Certification Report, the Certificate Holder will be notified of the additional testing and examination requirements and shall ensure that the Manufacturer consents to the testing and examination. Work performed by CIDBH to determine compliance to these requirements will be at the Certificate Holder expense.

- Extending and Reducing Scope

- (i) Certificate Holder shall notify CIDBH of any amendment in the product certificate and shall attach relevant evidence or supporting document.
- (ii) In the event of the amendment in the required standard and CIDBH Scheme which, in the opinion of CIDBH, warrant tests in addition to or

different from, those already detailed in the Certification Report, the Certificate Holder will be notified of the additional testing and examination requirements and shall ensure that the Manufacturer consents to the testing and examination. Work performed by CIDBH to change details in certificate will be at the Certificate Holder expense.

▪ Conditions Governing the Use of CIDBH Certification Mark

- (i) The Certificate Holder shall apply the CIDBH Certification Mark on to Products that are specifically listed in the Product Certificate and in the Product Certification Agreement. If there is any inconsistency between the provisions of Product Certification Agreement, the provision of the Product Certification Agreement shall prevail to the extent of such inconsistency.
- (ii) The Certificate Holder shall notify CIDBH and obtain its approval on the exact manner the CIDBH Certification Mark is to be applied. The specifications for the CIDBH Certification Mark shall be as may be determined by CIDBH.
- (iii) The CIDBH Certification Mark shall be directly applied to each unit of production except where the physical characteristics of the product do not permit, in which case the CIDBH Certification Mark may be applied to the smallest package in which the unit is marketed. As far as possible it shall be applied in such manner that is not transferable from one product to another.
- (iv) The CIDBH Certification Mark shall contain the following information:
 - (a) the certificate number as may be determined by CIDBH; and
 - (b) such other information as may be determined by CIDBH.
- (v) The Certification Mark may only be used by the Certificate Holder in the manner as may be determined by CIDBH from time to time.

▪ Complaints

Complaints against the services provided by CIDBH may be directed to the Product Certification Manager of CIDBH.

▪ Appeal

CIDBH has a procedure on appeals, which may be made available upon request. Only disputes on decision relating to suspension may be appealed against to the CIDBH Appeals Committee and any decision of the CIDBH Appeals Committee shall be final and no appeal shall lie therefrom.

▪ Renewal

The Product Certificate in respect of the Product may be renewed subject to such conditions as may be determined by CIDBH including but not limited to successful Audit or surveillance or both and payment of Cost and by executing a new Agreement by the Certificate Holder. For the fourth year of renewal or such other period as may be determined by CIDBH, in addition to the foregoing,

the renewal application is treated as a new application and the Product is reassessed again and shall undergo all detailed inspection, testing, audit or surveillance or both and other conditions as may be determined by CIDBH.

- Amendment

CIDBH retains the right to amend this Guidelines from time to time.

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APPENDIX A

Fees and Out of Pocket Expenses

A. PRODUCT CERTIFICATION	
1. Application Fee	RM 500.00 per application
2. Documentation Product Evaluation Report Preparation	RM 500.00 per application
3. Factory / Site / Inspection – Initial & Surveillance Audit (excluding visa, traveling, accommodation and incidental cost where applicable, to be paid by applicants)	RM 1000.00 per 1 man-day (minimum is 3 man-days)
4. Incidentals Cost (Based on Region) 4.1. Asian region 4.2. European Region	RM 1000.00 per visit RM 3000.00 per visit
5. Product Certificate - Initial & Surveillance Audit 5.1. Administrative 5.2. Issuance	RM 500.00 per application RM 500.00 per application
6. Renewal of Product Certification Membership Fee	RM 500.00 per application per year
7. Processing for additional models and changes to particulars of certificate	RM 250 per certificate

B. OTHER INSPECTIONS	
1. Ad-hoc, consignment, sampling, verification (excluding visa, traveling, accommodation and incidental cost where applicable, to be paid by applicants)	RM 1000.00 per 1 man-day

NOTE: ALL FEES ARE EXCLUSIVE OF TESTING FEES

PAYMENT METHODE/SCHEDULE

Stage	Fees Due
Upon confirmation on participation of the scheme	full payment

APPENDIX B

What products may be certified under the CIDBH Scheme

<i>Products</i>	<i>MS Standards</i>
Sanitary Wares	MS 147:2001 – Specification of quality of vitreous china sanitary appliances (first revision)
	MS 1522:2007 – Vitreous china water closet pans - specification (second revision)
	MS 795:2002 – Specification for wc flushing cisterns and flush pipes (first revision)
	MS 2578:2014 – Ceramic wash basins: Specification.
Ceramic Tiles	MS ISO 13006:2014 – Ceramic tiles Definitions, classification, characteristic and marking (ISO 13006:1998, IDT)
	MS ISO 10545-1:2002 – Ceramic tiles Part 1 : Sampling and basis for acceptance (ISO 10545-1:1995, IDT)
	MS ISO 10545-2:2002 – Ceramic tiles Part 2 : Determination of dimensions and surface quality (ISO 10545-2:1995, IDT)
	MS ISO 10545-3:2001 – Ceramic tiles Part 3 : Determination of water absorption, apparent porosity, apparent relative density and bulk density (ISO 10545-3:1995, IDT)
	MS ISO 10545-4:2003 – Ceramic tiles Part 4 : Determination of modulus of rupture and breaking strength (ISO 10545-4:1994, IDT)
	MS ISO 10545-6:2001 – Ceramic tiles Part 6 : Determination of resistance to deep abrasion for unglazed tiles (ISO 10545-6:1995, IDT)
	MS ISO 10545-7:2001 – Ceramic tiles Part 7 : Determination of resistance to surface abrasion for glazed tiles (ISO 10545-7:1996, IDT)
	MS ISO 10545-11:2001 – Ceramic tiles Part 11 : Determination of crazing resistance for glazed tiles (ISO 10545-11:1994, IDT)
	MS ISO 10545-13:2001 – Ceramic tiles Part 13 : Determination of chemical resistance (ISO 10545-13:1995, IDT)
	MS ISO 10545-14:2001 – Ceramic tiles Part 14 : Determination of resistance to stains (ISO 10545-14:1995, IDT)

APPENDIX C

Product Certification Process flow

PROCESS	RESPONSIBILITY	REQUIREMENTS
Step 1: Enquiry	CIDB Holdings	<ul style="list-style-type: none">• Explain the function of CIDB Holdings Product Certification Scheme to potential client /applicant.• Informed what product can be certified under the CIDB Holdings Product Certification Scheme.• Confirmation on the laboratory to conduct product testing.• Quotations issued to enquirer.
Step 2: Application	Applicant	<ul style="list-style-type: none">• Applicant shall submit the relevant and information such as :<ul style="list-style-type: none">> Application form (CIDBH:UPT/PCS/QP01/FOR-01)> Declaration for Approval from Relevant Authority (CIDBH:UPT/PCS/QP01/FOR-1.1)> Declaration for Approval for Trade Mark Registration/Brand Name (CIDBH:UPT/PCS/QP01/FOR-1.2)> Product information> Test report (if available).• Confirmation on the laboratory to conduct product testing• Payment by applicant
Step 3: Document Evaluation	CIDB Holdings	<ul style="list-style-type: none">• Reviewed & Evaluation of application and other document as per procedure “DOCUMENT EVALUATION & ACCEPTANCE INTO SCHEME”.• Notification of Pre-Acceptance into Scheme to be issued (if applicable)

APPENDIX C

Product Certification Process flow

PROCESS	RESPONSIBILITY	REQUIREMENTS
<p>Step 4: Factory Audit</p>	CIDB Holdings & Applicant	<ul style="list-style-type: none"> • Confirmation on date and arrangement of factory audit at origin country by applicant. • Inspection conducted by CIDB Holdings Officer to determine QC plan adequacy, test equipment adequacy and calibration, and record-keeping system.
<p>Step 5: Sample Selection & Testing</p>	CIDB Holdings & Applicant	<ul style="list-style-type: none"> • Samples selection by CIDB Holdings Officer. • Applicants shall send samples to a testing laboratory for test. • Testing shall be conducted by “Approved Laboratory” by CIDB Holdings
<p>Step 6: Recommendation and Approval Process</p>	CIDB Holdings	<ul style="list-style-type: none"> • Report preparation and recommendation for certification by Product Certification Unit. • Approval of Product Certification Committee.
<p>Step 8: Issuance of Certificate</p>	CIDB Holdings	<ul style="list-style-type: none"> • Execution of Product Certification Agreement. • Ensure the contents of the Certificates are correct and accurate. • Endorsement by the C.E.O
<p>Step 9: Surveillance & Renewal of Certificate</p>	CIDB Holdings & Applicant	<ul style="list-style-type: none"> • Planned inspection and re-tests conducted to monitor continuing compliance. • Retest samples selected from production or open market
<p>Step 10: Renewal of Certificate</p>	Applicant	<ul style="list-style-type: none"> • Renewal confirmation & Payment by applicant • New Product Certification Agreement executed.