

## **GUIDELINES FOR RMCPCS CERTIFICATION OF RMC MANUFACTURERS USING SUBCONTRACTED FACILITIES**

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.