

**टिप्पण:** मूल विनियम भारत के राजपत्र असाधारण, भाग III, खंड 4 में फाईल संख्या बीएस / 11/11/2018 दिनांक 04 जून, 2018 द्वारा प्रकाशित किया गया था और तत्पश्चात् फाईल संख्या बीएस / 11/11/2018 दिनांक 12 अक्टूबर, 2018, फाईल संख्या बीएस/ 11/11/2020 दिनांक 21 फरवरी, 2020, फाईल संख्या बीएस/11/11/2021 दिनांक 4 फरवरी, 2021, फाईल संख्या बीएस/ 11/11/2021 दिनांक 5 फरवरी, 2021, फाईल संख्या बीएस/11/11/2021 दिनांक 4 जून, 2021, फाईल संख्या बीएस/11/11/2021 दिनांक 5 अगस्त, 2021, फाईल संख्या बीएस/11/11/2021 दिनांक 27 अक्टूबर, 2021 और फाईल संख्या बीएस/11/11/2021 दिनांक 8 दिसंबर, 2021 के द्वारा संशोधित किए गए थे।

## BUREAU OF INDIAN STANDARDS

(Department of Consumer Affairs)

### NOTIFICATION

New Delhi, the 16th March, 2022

**F. No. BS/11/11/2021.**—In exercise of the powers conferred by section 39 read with sections 12 and 13 of the Bureau of Indian Standards Act, 2016 (11 of 2016), the Bureau, with previous approval of the Central Government hereby makes the following regulations further to amend the Bureau of Indian Standards (Conformity Assessment) Regulations, 2018, namely:-

1. (1) These regulations may be called the Bureau of Indian Standards (Conformity Assessment) Amendment Regulations, 2022.
- (2) They shall come into force on the date of their publication in the Official Gazette.
2. In the Bureau of Indian Standards (Conformity Assessment) Regulations, 2018, in Schedule – II, after Scheme IX, the following scheme shall be inserted, namely:-

#### “Scheme - X

Conformity assessment scheme for grant of licence to use or apply Standard Mark for goods and articles as per the specified requirements

1. Scope.— (1) Under this Scheme, the manufacturer may be granted -

- (a) licence for demonstration of conformity of goods or articles, hereinafter referred to as the products, to the specified requirements and the specified requirements may be given in the relevant standard or essential requirements specified for the product or both;
- (b) in addition, the manufacturer may opt for demonstration of conformity of management system to the specified requirements given in standard as per the provisions laid down in Scheme - III of the said regulation except the provisions of forms and fee specified in Scheme – III;
- (c) the Bureau may grant certificate of conformity instead of licence in case the product is not desired to be manufactured on a continuous basis and in such a case, the manufacturer shall not be authorised to use the Standard mark.

- (2) (a) The grant of licence or certificate of conformity and its operation shall be done in accordance with the provisions provided under paragraph 3 of this scheme;

- (b) in addition, if the manufacturer also opts for demonstration of conformity of management system, the provisions laid down in Scheme - III of the said regulation shall also apply.

2. Definition.— (1) “Technical file” means documentation covering design, manufacture and operation of products to the extent applicable and necessary for demonstration of compliance of conformity.

- (2) “Third party laboratory” means a laboratory established, maintained or recognised by the Bureau or Government laboratories empanelled by the Bureau or any other laboratory decided by the Executive Committee of the Bureau and the details of third party laboratory will be made available on the website of the Bureau, i.e. [www.bis.gov.in](http://www.bis.gov.in).

(3) “Test certificate” means a document furnished by the certified body to substantiate that the representative specimens of a product were fully tested for compliance with the specified requirements.

3. Processes of the Scheme.— (1) Selection.- (a) The manufacturer shall identify,-

(i) the product and the applicable specified requirements against which it intends to obtain the licence or certificate of conformity;

(ii) the application shall be submitted in Form – I annexed to this Scheme,

(iii) the following details pertaining to the product shall be submitted in a technical file for the product along with the application:—

- (1) product description with details of variety or grades or type or size as applicable;
- (2) Specified requirements applicable for the product;
- (3) photograph (s) for identification of the product;
- (4) manufacturer’s name and complete address;
- (5) detail for identification and traceability of product like brand name, trade mark, date of manufacturing, batch or lot or serial number etc. as applicable;
- (6) detail of design of the product including drawing(s) as applicable;
- (7) description of manufacturing process as relevant;
- (8) raw material details as applicable;
- (9) report of compliance of the product to the specified requirement which may include test report from third party laboratory or from manufacturer’s own laboratory as applicable;
- (10) details of in-house quality assurance measures including inspection, test plan and facilities; as applicable;
- (11) instructions for use, maintenance, installation, safe operation of the product; as applicable; and
- (12) any other requirement specified for the product.

(b) in case of foreign manufacturers, an authorised Indian representative based in India shall be nominated by the manufacturer in Form-II annexed to this Scheme.

(2) Determination.- (a) the Bureau on receipt of an application will examine within fifteen days that the applicant has submitted all required documents along with the application.

(b) when the application is complete, the Bureau shall examine the conformity of the product to the specified requirement by evaluating the technical file.

(c) The evaluation will be completed within forty-five working days and may include one or combination of the following:—

(i) desk evaluation of technical file by the Bureau;

(ii) inspection and evaluation of technical file through visit to the manufacturing premises and any other site, if required;

(iii) inspection and evaluation of technical file and including management system requirements through visit to the manufacturing premises and any other site, if required.

(d) any inadequacy or non-conformity observed during the evaluation shall be communicated in writing to the applicant.

(3) Review.- The evaluation report shall be reviewed on the basis of the activities specified for their correctness and conformance to the specified requirements.

(4) Decision.- The decision on grant of licence or certificate of conformity shall be taken when the Bureau is satisfied based on the findings of the review and conformity of the product to the specified requirement.

(5) Attestation.- The Bureau shall grant the licence or certificate of conformity in Form – III and Form – IV respectively annexed to this scheme indicating its scope, licence or certificate number, address of the applicant, validity of licence or certificate, details of the specified requirements:

Provided that in case of foreign manufacturer, the authorised Indian representative of the firm shall duly execute following on a non-judicial stamp paper of rupees one hundred to be submitted to the Bureau:

- (i) an agreement for grant of licence as per Form – V annexed to this scheme;
- (ii) an indemnity bond for grant of licence or certificate of conformity as per Form – VI annexed to this scheme:

Provided further, that a performance bank guarantee for US Dollars ten thousand issued by any bank having Reserve Bank of India approved branch in India shall be submitted by the foreign manufacturer or alternatively, performance bank guarantee submitted by the foreign manufacturer in equivalent Indian rupees for US Dollars ten thousand as on the date of grant or renewal of licence may also be accepted by the Bureau.

(6) Surveillance.- (a) The Bureau may carry out surveillance assessment of the certified body holding the licence either with or without prior intimation.

(b) the need for carrying out the surveillance assessment and market surveillance which may include visit at the site of installation shall be decided keeping in view the risk associated.

(c) the Bureau may obtain feedback from buyers.

(d) any variation observed during such assessment shall be communicated to the certified body.

4. Complaints.- (1) Whenever any complaint regarding non-compliance of requirements or non-conformity of the product to the specified requirement is received by the Bureau, the same shall be investigated and investigation at complainant end may generally precede the investigation at the certified body.

(2) In case the complaint is established, -

(a) steps shall be taken to advise the certified body to arrange redressal;

(b) licence may be suspended, and certified body may be advised to take corrective actions and suspension may be revoked after satisfactory verification of corrective action;

(c) in case it is established that the certified body has indulged in any of the activity leading to establishment of any of the conditions given in sub-paragraph (1) of paragraph 12 of this Scheme, licence or certificate of conformity may be cancelled.

5. Fee.- The fee for each product or group of products shall be notified by the Bureau.

6. Labelling and marking requirements.- (1) Each product or the package or both shall be marked with the Standard Mark in case of licence, as specified in Annexure – I.

(2) The Standard Mark shall carry the licence number and any other reference to the specified requirement in a visible manner and shall be as specified in the licence.

(3) If the Standard Mark cannot be applied on the product or the packaging physically, it shall be given on the test certificate.

(4) The product details as per the specified requirement which may include, but it is not limited to, variety, lot or batch or serial number, date or week of manufacturing, brand name, trade mark, complete address of manufacturer shall be marked on either the product or the packaging or both contained in a label attached to the product.

(5) For certificate of conformity, the certificate of conformity number shall be marked on the product or package or both. The copy of certificate of conformity shall be provided with the product.

(6) For any specific product, additional labelling and marking requirements including usage of Standard Mark under a licence may be specified by the Bureau in the relevant product specific guidelines which shall be complied.

7. Conditions of licence and certificate of conformity.— (1) The conditions of licence shall be as provided in regulation 6 of these regulations and annexure to Form – II of this scheme.

(2) The conditions of certificate of conformity shall be as provided in regulation 14 of these regulations and annexure to Form – III of this scheme.

(3) The Bureau may specify any product specific conditions for the licence or certificate of conformity.

8. Validity of licence and certificate of conformity.— (1) The licence shall be granted initially for not less than three years and upto six years.

(2) The licence may be renewed for a further period of not less than three years and upto six years.

(3) The certificate of conformity shall be applicable to a specific product prototype or lot or batch of product only and will not authorize production of similar product on continuous basis.

(4) The details about validity of licence and certificate of conformity shall be made available on the website of the Bureau, i.e. [www.bis.gov.in](http://www.bis.gov.in).

9. Renewal of licence.— (1) An application for renewal of licence shall be made before two months of its expiration to the Bureau in Form – VII annexed to this Scheme.

(2) The Bureau shall renew the licence in Form –VIII annexed to this Scheme.

(3) The renewal of licence shall be done in accordance with regulation 8 of the said regulation.

(4) The provisions under clause (d) of sub-paragraph (2) of paragraph 3 of this scheme may also be undertaken by the Bureau for renewal of licence.

10. Change in scope of licence.— (1) An application for change in scope of licence shall be made to the Bureau in Form – X annexed to this Scheme.

(2) For extension in scope of licence, application shall be made along with the submission of technical file of the product variety to be added and the fee prescribed under paragraph 5 of this Scheme.

(3) The Bureau shall carry out evaluation as mentioned in sub-paragraph (2) of paragraph 3 of this Scheme.

(4) The Bureau shall change the scope of licence in Form –X annexed to this Scheme.

11. Suspension of licence.— (1) The manufacturer on its own shall suspend the use of the licence under intimation to the Bureau if, at any time, there is difficulty in maintaining the compliance or conformity of the product or due to natural calamities such as flood, fire, earthquake, lock out declared by the management, closure of operations directed by a competent court or statutory authority.

(2) The revocation of suspension may be done as soon as the deficiencies are removed and information shall be sent to the Bureau immediately but not later than seven days from the date of revocation.

(3) The manufacturer on its own shall suspend the use of the licence under intimation to the Bureau on relocation of any of its processing activities to new premises.

(4) The revocation of suspension may be done by the Bureau after obtaining such evidence, not limited to, namely:-

(a) confirming about readiness to commence operations at new premises;

(b) verification of the old premises;

(c) verification of processing activities at new premises.

(5) (a) The Bureau may suspend the licence at any time, if it has sufficient evidence of non-compliance or non-conformity of the product to the relevant specified requirements and such evidence is not limited to, but may include one or more of the following, namely:-

(i) use of licence and standard mark on the non-conforming products;

(ii) major deviation observed in the implementation of technical file;

- (iii) relocation of processing activities unit to a new address without intimation;
- (iv) non-compliance of any instructions issued by the Bureau from time to time

(b) The manufacturer, whose licence has been put under suspension, shall stop using licence or applying Standard Mark, dispatching of the product bearing the Standard Mark and shall send confirmation in this regard to the Bureau immediately followed by confirmation of having taken corrective actions.

(c) The Bureau may arrange on-site assessment visit to verify the corrective actions and may allow revocation of suspension after satisfying itself that the manufacturer—

- (i) has taken necessary corrective actions; and
- (ii) has provided sufficient evidence of conformity of the product to the specified requirements.

12. Cancellation of licence or certificate of conformity or refusal of renewal of licence.— (1) The Bureau may cancel licence or certificate of conformity or refuse renewal of licence, if, —

- (a) the manufacturer has indulged in misuse of the licence or certificate of conformity;
- (b) has made false declaration in relation to the certification or indulged in falsification of records or unfair trade practices;
- (c) suspension of licence exceed more than one year;
- (d) the manufacturer has violated any conditions of the licence or certificate of conformity;
- (e) cancellation or refusal of re-certification under the provisions of Scheme - III of the said regulation for management system certification, if applicable.

(2) Before cancellation or refusal of renewal of licence, the Bureau shall give the manufacturer a written notice of not less than twenty one days through e-mail or any other suitable means of communication, informing its intention of cancellation or refusal of re-certification, along with the grounds, with provisions for submitting his written explanation and for personal hearing, if sought.

(3) If the licence is not under suspension, the notice shall contain instructions directing manufacturer to stop use of the standard mark.

(4) In case of non-receipt of a written explanation within a period of twenty-one days from the date of issue of the notice, the Bureau may cancel or refuse to re-certify the licence or cancel certificate of conformity.

(5) If an explanation is submitted, the Bureau may take into consideration the explanation so submitted and give a personal hearing, if sought, to the organisation or his authorised representative, as the case may be, before taking a decision in this regard.

(6) The decision taken by the Bureau for cancellation or refusal of re-certification under sub-paragraphs (4) and (5) of this scheme shall be communicated to the organisation through e-mail or any other suitable means of written communication along with the grounds.

(7) When specified requirements are withdrawn and not superseded by any other requirements, any licence granted in respect thereof shall be deemed to have been cancelled from the date of withdrawal of such specified requirements and licence shall be surrendered to the Bureau by the organisation forthwith.

#### Annexure – I

(see sub-paragraph (1) of paragraph 6)

#### Guidelines for use of Standard Mark

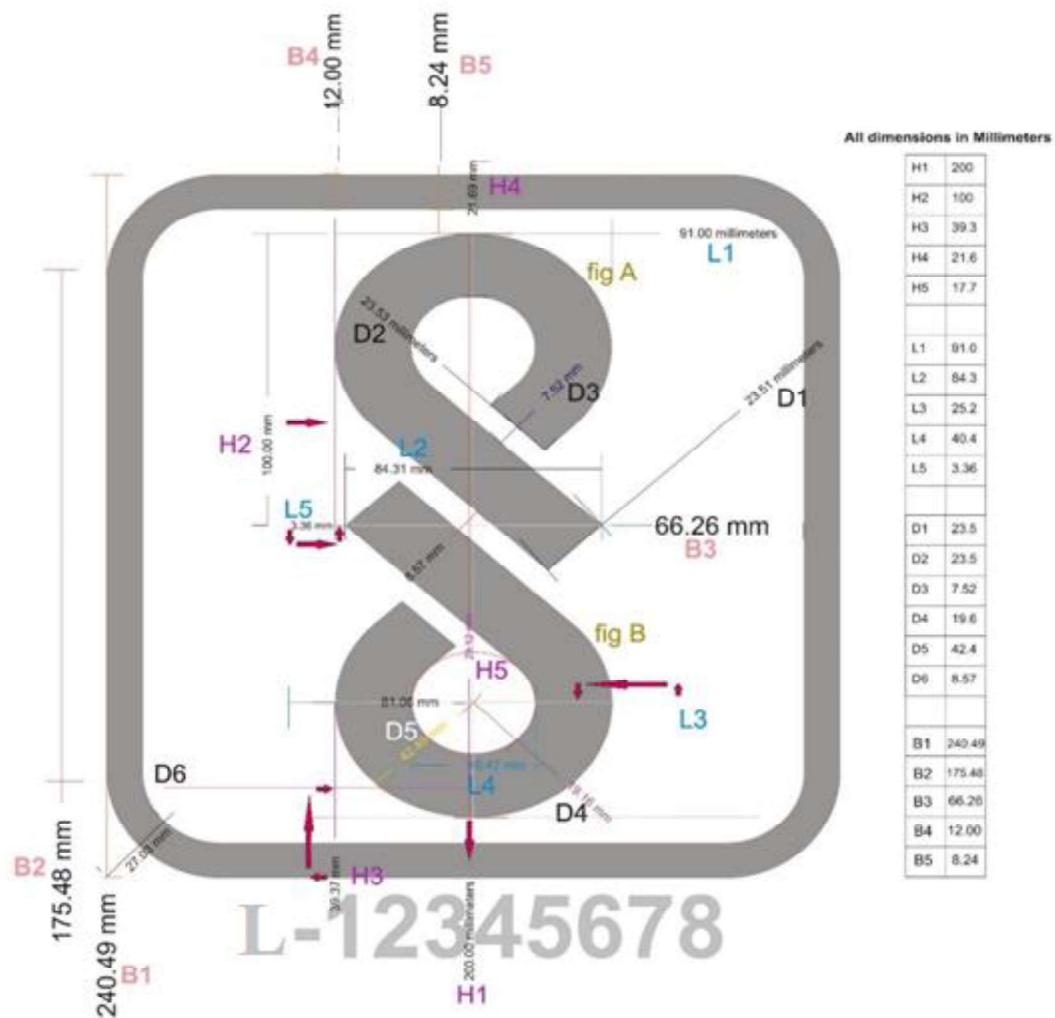
The monogram of the 'Standard Mark' consists of the pictorial representation, drawn in the exact style as indicated in the figures below. Its photographic reduction and enlargement is permitted.

- (i) The 'Standard Mark' can be displayed in single colour or multi-colour as per the details given below. The colour scheme for the Standard Mark to be used in multi-colour shall be used as indicated below;

- (ii) The licensee shall display the 'Standard Mark' on the article or the packaging or both, as the case may be, in a manner so as to be easily visible;
- (iii) The Standard Mark shall be legible, indelible and non-removable and the durability of marking shall be as per the provisions of the relevant Indian Standard, wherever applicable;
- (iv) The display of words shall not be less than arial font size 6;
- (v) Any device with an integrated display screen may present the Standard Mark electronically (e-labelling) in lieu of a physical presentation on the product.



**L - XXXXXXXXXXXX**



For multicolour Standard Mark the colour scheme shall be - Red, Blue and Black.

- For printing purposes, colours shall be "Oriental Blue" and "Monopol Red" as per IS 1222:1992, 'Ink, duplicating for twin cylinder rotary machines (third revision)'
- For sign board purposes, colours shall be "French Blue" (No.166) Red" (No.537) as per IS 5:1994 "Colours for ready mixed paints and enamels (fourth revision)".

For single colour Standard Mark, there is no restriction in the choice of the colour.

The font style and size used is Arial-85 pt.

## Form – I

(see sub-clause (ii) clause (a) of sub-paragraph (1) of paragraph 3)

## BUREAU OF INDIAN STANDARDS

## Product Certification Scheme

Application for Licence to use the Standard Mark or for Certificate of Conformity

Full Name of Firm

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Address					
Office					Tel
					Fax
Village/City	District	State	Country	Pin Code	E-mail

Address					
Factory					Tel
					Fax
Village/City	District	State	Country	Pin Code	E-mail

Name Designation		Name Designation	
Top Management details	1	Technical Management details	1
	2		2
	3		3
	4		4



	Name	Tel	E-mail
Contact Person			

Correspondence Address	Office	Scale of Unit	Large	Sector	Public
	Factory		MSME (Mention, whether Micro, Small or Medium)		Private

This application is made to obtain BIS licence for usage of Standard Mark or for certificate of conformity on:

Product			
Specified requirements		Varieties (Grade/Type/Class etc.)	

Units of Production	Present Installed Capacity	Quantity	Value (₹)

Fee Details	Amount (₹)	Invoice No. with date

	Signature Name	
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Seal of Firm		Designation	
		Date of application	
		DIN no.(in case of director)	
PAN or Business licence no. of Firm		PAN no. (for other cases)	

Important: Application should be signed by CEO of the firm, or in his absence by authorized representative

Indicate availability of the following documents:

These documents are required to be submitted along with the application

Sr. No.	Document(s)	Yes/ No/ N.A.
1	Establishment of firm	
2	Address proof of the factory	
3	Valid MSME certificate, if applicable	
4	Authorized representative letter, in case application signed by person other than CEO of the firm	
5	Technical files	
6	Brand details	
7	Authorised Indian representative, if applicable	
8	Declarations, as applicable	

Explanation.- For the purpose of this form, the expression micro, small and medium enterprises shall have the meaning assigned to it in the Micro, Small Medium Enterprises Development Act, 2006 (27 of 2006), as amended from time to time.

Whether applying for system certification from Bureau: Yes or No

If yes, submit below mentioned additional documents

Sr. No.	Document(s)	Yes/No/N.A.
1	Mention specified requirements, as applicable	
2	Composition of top management and their designations, including management representative and supporting documents, as applicable	
3	Quality manual, as applicable	

## Declaration:

The information given in this application form are true to the best of my/our knowledge and belief. I/We shall be responsible if any misleading information given in this form and the application shall be liable for rejection if wrong information has been given. If the licence or certificate of conformity is granted on the basis of information which is found to be incorrect later, the licence or certificate of conformity shall be liable for cancellation.

The information obtained by a certification officer or the Bureau from any statement made or information supplied or any evidence given or from inspection made shall be treated as confidential by the Bureau as per provisions of sub-section (5) of section 27 of the Bureau of Indian Standards Act, 2016.

Note: For more details, you may please visit our website <https://www.bis.gov.in/>

## Form - II

(see clause (b) of sub-paragraph (1) of paragraph 3)

## Form for Nomination by Manufacturer

To

The Director General,  
Bureau of Indian Standard,  
9, Bahadur Shah Zafar Marg,  
New Delhi-110 002.

Subject: Nomination of Authorised Indian Representative (as per clause 3.1 of the Agreement)

Dear Madam/Sir,

In terms of the requirement of clause 3 of the agreement, we, M/s ....., the manufacturer and signatory of the Agreement with Bureau of Indian Standards, do hereby nominate and appoint Mr./Ms. ...., son / daughter of Mr....., resident of ....., INDIA, as our Authorised Indian representative in terms of clause 3 of the Agreement.

Mr./Ms. ...., would be the person responsible for and on our behalf under the agreement for compliance of terms and conditions of the Agreement and also provisions of the Bureau of Indian Standards Act 2016, and rules and regulations framed there under. The form also contains his / her signatures in token of his / her acceptance, consent and confirmation of the terms and conditions of the Agreement. Please be advised that the nomination in favour of the authorised India representative shall continue for the purpose of this agreement till such time that some other person is appointed in his / her place in accordance with the terms of the Agreement.

Yours faithfully,

Signature of Authorised

Signature:

Indian Representative:

Name:

Name:

Designation:

Designation:

Contact details:

Contact details:

Mob. No.:

Mob. No.:

Email:

Email:

Date:

Seal:

## Form – III

(see clause (a) of sub-paragraph (5) of paragraph 3)

Bureau of Indian Standards

Licence

Licence No.

By virtue of the power conferred on it by the BUREAU OF INDIAN STANDARDS ACT, 2016 (11 of 2016), the BUREAU hereby grants to

M/s

(hereinafter called 'the Licensee) this Licence for the product set out in the first column of the Schedule hereto, upon or in respect of the scope set-out in the second column of the said Schedule which is manufactured in accordance with/conforms to the specified requirement(s) referred to in the second column of the said Schedule as from time to time amended or revised.

2. This licence carries obligations on part of the licensee as conditions which are given in Annexure attached herewith. This licence shall be valid for the Name, Factory Address and period as mentioned in the Schedule and may be renewed as prescribed in this Scheme.

## SCHEDULE

(Licence No. ....)

Name

Factory Address

Validity from ..... to .....

Product	Scope of licence
(1)	(2)

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Signed, Sealed and Dated this ..... day of ..... month of Year .....

for BUREAU OF INDIAN STANDARDS

Name and Signature of Designated authority

#### Annexure

##### Conditions of the licence

- (1) The design of the Standard Mark shall be identical to the facsimile given in the licence.
- (2) Photographic enlargement or reduction of the Standard Mark may also be used, unless otherwise specified by the Bureau.
- (3) The licensee shall be responsible for the conformity of the goods, article, or system to the specified requirements in relation to which Standard Mark is used or applied.
- (4) The licensee shall not use the Standard Mark in relation to goods, articles or system which are non-conforming or outside the scope of the licence.
- (5) The Standard Mark shall not be used or applied in relation to any goods, article or system during suspension or after expiry of the licence.
- (6) The licensee shall comply with the provisions of the conformity assessment scheme under which licence is granted, including labelling and marking requirements.
- (7) The licensee shall maintain records as specified by the Bureau from time to time.
- (8) The licensee shall provide the Bureau all assistance in connection with carrying out inspection or audit at its premises or any other site and such assistance shall include sending samples which have been marked and sealed by the certification officer to the designated office or laboratory within seven days from the date of inspection, audit or evaluation.
- (9) The licensee shall provide information relating to production and use or applying of Standard Mark as and when it is required by the Bureau.
- (10) If the licence is granted to use or apply Standard Mark on goods or articles, the licensee shall provide the list of distributors, dealers or retailers to whom goods or articles with Standard Mark is supplied.
- (11) If a complaint regarding quality of a product bearing Standard Mark is established, the licensee shall take suitable corrective actions so as to eliminate recurrence of such complaints in future.
- (12) The Bureau shall have the right to amend any of the conditions of licence by giving a notice of at least one month to the licensee.

## Form – IV

(see clause (a) of sub-paragraph (5) of paragraph 3)

Bureau of Indian Standards

Certificate of Conformity

Certificate of Conformity No.

By virtue of the power conferred on it by the BUREAU OF INDIAN STANDARDS ACT, 2016 (11 of 2016), the BUREAU hereby grants to

M/s

(hereinafter called 'the holder of certificate of conformity) this certificate of conformity for the product set out in the first column of the Schedule hereto, upon or in respect of the scope set-out in the second column of the said Schedule which is manufactured in accordance with/conforms to the specified requirement(s) referred to in the second column of the said Schedule.

2. This certificate of conformity carries obligations on part of the holder of certificate of conformity as conditions which are given in Annexure attached herewith. This certificate of conformity shall be valid for the Name, Factory Address as mentioned in the Schedule.

## SCHEDULE

(Certificate of Conformity No. ....)

Name

Factory Address

Product	Scope of certificate of conformity
(1)	(2)

Signed, Sealed and Dated this ..... day of ..... month of Year .....

for BUREAU OF INDIAN STANDARDS

Name and Signature of Designated authority

## ANNEXURE

### Conditions of the certificate of conformity

- (1) The holder of certificate of conformity shall be responsible for the conformity of the goods, article or system to specified requirements in relation to which certificate of conformity is issued.
- (2) The holder of certificate of conformity shall not use the certificate of conformity in relation to goods, articles or system which are non-conforming or outside the scope of the certificate of conformity.
- (3) Certificate of conformity shall not be used in relation to any goods, article or system on cancellation of the certificate of conformity.
- (4) The holder of certificate of conformity shall comply with the provisions of the conformity assessment scheme under which certificate of conformity is granted, including labelling and marking requirements.
- (5) The holder of certificate of conformity shall maintain records as specified by the Bureau from time to time.
- (6) The holder of certificate of conformity shall provide the Bureau all assistance in connection with carrying out inspection or audit at its premises or any other site and such assistance shall include sending samples which have been marked and sealed by the certification officer to the designated office or laboratory within seven days from the date of inspection, audit or evaluation.
- (7) If the certificate of conformity is granted in relation to goods or articles, the holder of certificate of conformity shall provide the list of consignees, distributors, dealers or retailers to whom goods or articles under certificate of conformity is supplied.
- (8) The certificate of conformity shall not be transferred to any other manufacturer without prior approval of the Bureau.
- (9) If a complaint regarding quality of any goods, article or system covered under certificate of conformity is established, the holder of certificate of conformity shall take suitable corrective actions so as to eliminate recurrence of such complaints in future.
- (10) The Bureau shall have the right to amend any of the conditions of certificate of conformity by giving a notice of at least one month to the holder of certificate of conformity.

### Form - V

(see clause (i) of sub-paragraph (5) of paragraph 3)

Agreement for the grant of Bureau of Indian Standards Licence (for use by the foreign manufacturer) (On Rs. 100.00/- non judicial stamp paper, to be attested by Notary Public)

The Agreement made at New Delhi on this ..... day of ..... month ..... year, between Bureau of Indian Standards, a body corporate established under the Bureau of Indian Standards Act, 2016 having its Head Office at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 (hereinafter referred to as "the Bureau", which expression shall include its administrators, assigns, agents and or representatives) of the one part,

AND

M/s....., a foreign manufacturer having its office at ..... and a Liaison/Branch Office/Office of its legally appointed Agent, namely, Mr/Ms..... located in India at .....

(hereinafter referred to as the ‘manufacturer’ which expression shall include its heirs, and or assigns) through Mr./Ms..... (its Managing Director/proprietor/partner or authorised signatory, as the case may be):

Whereas the Bureau has been established by the Bureau of Indian Standards Act, 2016 for harmonious development of activities of standardisation, conformity assessment and quality assurance of goods, articles, processes, systems and services and for matters connected therewith or incidental thereto;

And whereas in furtherance of its functions as provided in the said Act and in particular to undertake conformity assessment of foreign manufacturers, the Bureau is empowered to grant licence to use Standard Mark to foreign manufacturers;

And whereas under the said Act, the Bureau is authorised to grant licence for use of Standard Mark by the foreign manufacturer on its such products, which conform to the relevant Standards, and the grant of such licence is subject to the manufacturer complying with the norms laid down by the Bureau from time to time;

And whereas the foreign manufacturer has applied to the Bureau for grant of licence under the said Act and the Bureau after satisfying itself about the capability of the manufacturer and that it satisfies the requirement as laid down in the said Act, rules and regulations framed thereunder, and the terms and conditions of the licence, has decided to grant to the manufacturer licence to use Standard Mark on the terms and condition hereinafter mentioned.

Now the parties hereto agree as under:

# 1. Definitions:

In this Agreement, unless the context otherwise requires,

- 1.1 “Licence” means a licence granted under section 13 of the Bureau of Indian Standards Act, 2016 to use a specified Standard Mark in relation to any goods, article, process, system or service, which conforms to a standard.
- 1.2 “manufacturer” means a person responsible for designing and manufacturing any goods or article.
- 1.3 “recognised testing laboratory” means a testing laboratory recognised by the Bureau under sub-section (4) of section 13 of the said Act.
- 1.4 “product” means the products to be marked with Standard Mark of the Bureau.
- 1.5 “authorised representative” means the person, located in India, nominated and legally appointed by the manufacturer for the purpose of compliance with terms and conditions of this agreement and provisions of the said Act, rules and regulations framed thereunder and shall be deemed to be a person having ultimate control over the affairs of the manufacturer for the purposes of this agreement.

# 2. Fee

- 2.1 In consideration of the Bureau granting licence to the manufacturer and the manufacturer agreeing to abide by the provisions of this agreement and the various obligations and responsibilities and the Bureau performing its part under the said Act, the manufacturer shall pay to the Bureau necessary fee, as applicable from time to time, under the scheme such as advance minimum marking fee, renewal application fee, annual licence fee and marking fee calculated on actual production marked and any other fee as determined under the said regulation.
- 2.2 The manufacturer also agrees to bear all expenses, including cost to the Bureau of the days spent by its certification officer(s) in connection with the inspection, audit or evaluation at the manufacturing facility, testing laboratory or any other premises (from the time of departure from the place of posting till return thereto), and testing fee as the case may be, as decided by the Bureau.

# 3. Nomination

- 3.1 The manufacturer shall nominate and appoint a person as his authorised representative located in India after obtaining all necessary permission or sanctions, if required, under the Indian laws, setting out the terms and conditions of such appointment in writing, whose nomination shall be duly communicated to the Bureau in writing.



- 3.2 The authorised representative may either be in-charge or a senior officer of the Indian office or a legally appointed agent of the manufacturer in India.
- 3.3 The form containing nomination of the authorised representative by the manufacturer either at the time of execution of this agreement or at the time of fresh appointment during the continuation of this agreement, shall also contain the signature of such authorised representative who has been so appointed, in token of his consent and confirmation of the terms and conditions of this agreement and to signify his willingness for compliance of various provision of agreement under the said Act and rules and regulations framed there under.
- 3.4 The authorised representative appointed shall be deemed to be a person having ultimate control over the affairs of manufacturer in India for the purposes of this agreement and as such shall be responsible for all due compliance of terms and conditions of this agreement as also provisions of the said Act and the rules and regulations framed thereunder and shall continue to be so till another authorised representative is appointed in his place in accordance with the terms of the agreement.
- 3.5 The authorised representative shall remain bound to comply or adhere to the terms and conditions of this agreement, the provisions of the said Act and rules and regulations there under for and on behalf of manufacturer and thus shall be responsible and liable for all the acts and omissions and violations of the terms of the agreement or provisions of the Act and rules and regulations framed thereunder in his personal capacity.
- 3.6 The manufacturer shall ensure that his authorised representative does not remain un-represented at any time during the continuation of this agreement, on account of any reasons whatsoever and shall further ensure that the authorised representative already nominated is substituted or another authorised representative is freshly nominated in records of the Bureau well before the incumbent authorised representative is relieved of his obligations or liabilities under this agreement.
- 3.7 It is understood and agreed between the parties that this clause is an essence of this agreement and any violation of this clause shall authorise the Bureau to terminate or determine this agreement forthwith, whether formally determined or terminated or not, and take steps for cancellation of his licence.
- 3.8 It is agreed that such determination will be without prejudice to the other rights of the Bureau available to it under the said Act and rules and regulations framed thereunder or under this agreement.
- 3.9 The Bureau shall be entitled to terminate this agreement forthwith in the event it is revealed to or comes to the knowledge of the Bureau that the manufacturer has failed to comply with the terms of this clause except that in the event of death of authorised representative during the continuation of this agreement, the manufacturer shall be entitled to nominate a new authorised representative within twenty one days of the date of death of such authorised representative failing which provisions of clause 3.6 shall apply mutatis-mutandis.
- 3.10 It is agreed that in the event the authorised representative nominated by manufacturer severs his relationship or connection with the manufacturer and no new authorised representative is appointed in his place in terms of clause 3.6 hereinabove by manufacturer before earlier authorised representative being discharged or relieved well within the time, then notwithstanding determination or termination of this agreement, the earlier authorised representative shall remain liable and responsible for all the acts or omissions or violations of the terms and conditions of this agreement or provisions of the said Act and rules and regulations framed thereunder, committed till the time of his resignation or discharge.
- 3.11 The word “manufacturer” and “licensee” mentioned in the agreement shall mean and include “authorised representative” unless it is repugnant to the context.
4. Acceptance of terms and conditions
  - 4.1 The licensee and his authorised agent agree to abide by all the terms and conditions of grant of licence as per the said Act, rules and regulations framed thereunder.
5. Rights and responsibilities of licensee
  - 5.1 The licence to use Standard Mark granted to the manufacturer shall only be with respect to ..... (mention product) as per ..... (mention standard).

- 5.2 Rights and responsibilities of the licensee shall be as laid down in the said Act and rules and regulations framed thereunder and as conveyed by the Bureau from time to time, and the licensee shall abide by the same.
6. Period of validity of licence and renewal thereof
- 6.1 The licence to use Standard Mark of the Bureau shall be valid for the period as expressly stated therein, and shall automatically expire thereafter, unless specifically renewed in writing by the Bureau for any further period.
- 6.2 In case an application for renewal of the licence is submitted by the licensee to the Bureau (during the period of validity of the licence, or within such period from the date of expiry thereof as may be stipulated, the Bureau may consider renewal thereof for a further period as deemed proper by it.
- 6.3 During the pendency of consideration of such application for renewal, the licensee shall not make any claim regarding holding of such licence, and nor shall be entitled to mark the article or process upon expiry of the licence, till such time that the licence is renewed by the Bureau in writing for any further period.
7. Cancellation of licence
- 7.1 The licence may be cancelled by the Bureau in accordance with regulation 11 of the said regulation.
8. Suspension of licence
- 8.1 The licence may be suspended by the Bureau in accordance with regulation 10 of the said regulation.
9. Termination of agreement
- 9.1 The licensee violates or commits breach of any term or condition of this Agreement, whether by way of an act of commission or omission.
- 9.2 The licensee can also terminate the agreement by giving thirty days' notice in writing addressed to Head, Foreign manufacturer's certification department, Bureau of Indian Standards, 9 Bahadur Shah Zafar Marg, New Delhi-110 002, by registered post or by a notice delivered by hand.
- 9.3 On determination or termination of the agreement, the manufacturer shall forthwith cease to apply Standard Mark on any of the product manufactured or marketed by manufacturer and shall immediately furnish a statement to the Bureau indicating the details of the product so manufactured or marked prior to termination of Agreement or licence and shall comply with all directions that may be conveyed by the Bureau to it.
- 9.4 The manufacturer shall also clear all liabilities, financial or otherwise, towards the Bureau and shall return the original licence document along with all endorsements.
10. Indemnity
- 10.1 The manufacturer agrees and fully understands that under the conformity assessment scheme of the Bureau under which the licence is granted, the responsibility of conformance to the relevant standard with respect to products is solely on the manufacturer.
- 10.2 The manufacturer, therefore, agrees to indemnify the Bureau for all claims or damages arising out of its manufacturing of products and / or non-conformance to the relevant standards that may be made against the Bureau by any person or firm or company or association or consumer.
- 10.3 The manufacturer agrees and undertakes to execute an Indemnity Bond, in a language acceptable to the Bureau, indemnifying and holding the Bureau harmless in respect of any third party claims with regard to conformance of products manufactured by the manufacturer on which the Standard Mark is used, to the relevant standard.
- 10.4 The manufacturer further undertakes to furnish a Bank Guarantee, for US\$ 10,000.00 (US Dollars Ten Thousand only) or equivalent amount in Indian Rupees in favour of the Bureau, for due compliance of the provisions of the said Act and the rules and regulations framed thereunder, and the terms and conditions of the licence.

- 10.5 In case of any breach thereof, the Bureau shall be entitled to invoke the Bank Guarantee at its sole discretion, whose decision in that regard shall be final and binding on the manufacturer.
11. Agreement period
- 11.1 This agreement comes into force from the date of grant of licence and till the period for which it is granted or renewed and until withdrawn or terminated or cancelled by either party in accordance with the terms of this agreement.
12. Jurisdiction
- 12.1 If any dispute arises between the parties to the agreement including touching, interpretation or meaning of any of clauses the agreement or respective rights or obligations or liabilities of the parties to this agreement, courts at Delhi alone shall have the jurisdiction to entertain, try and resolve such claims or rights or disputes.
- 12.2 For the purposes of this agreement, the address of the manufacturer shall be its address given in India hereinabove, while that of the Bureau shall be as mentioned hereinabove.
- 12.3 All notices or letters addressed to and or delivered at the said address shall be deemed to have been issued or delivered to the respective parties.

In witness where of the parties hereto affix their signatures:

Bureau of Indian Standards

Manufacturer

In the presence of:

Witnesses:

- 1.
- 2.

#### Form - VI

(see clause (ii) of sub-paragraph (5) of paragraph 3)

#### Indemnity Bond

(On non-judicial Stamp Paper of Rs. 100.00 /- and attested by Notary Public)

This Indemnity Bond is executed on this ..... day of ....., 20..... at New Delhi by M/s ..... , a company or firm having its registered or corporate office at ..... and a Liaison or Branch Office at ..... (India) or legally appointed Agent in India, namely Mr./Ms. ...., having his/her/its office at ....., represented through Mr./Ms. ...., son/wife/daughter of Mr. ...., its duly authorised representative (hereinafter referred to as 'the certified body'), in favour of Bureau of Indian Standards, having its headquarters at Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi - 110 002 (hereinafter referred to as 'the Bureau') :

Whereas the certified body who is engaged in the business of manufacture of ..... (name the product for which licence or certificate of conformity is being obtained) outside India, has approached the Bureau for grant of licence to Standard Mark or for certificate of conformity on the aforesaid product, as conforming to ..... (standard);

And whereas as per the conformity assessment scheme of BIS under which the licence or certificate of conformity is granted to the certified body, the Bureau on being satisfied that the product manufactured by the certified body conforms to the particular standard, merely gives a licence to use the Standard Mark or certificate of conformity on such product as conforming to the standard;

And whereas the responsibility of conformance to the relevant standard with respect to the product in respect of which the licence or certificate of conformity is granted is the sole responsibility of the certified body, and in case of non-conformance, the licence or certificate of conformity is liable to be cancelled by the Bureau;

And whereas the certified body execute the present Indemnity Bond to hold the Bureau indemnified and harmless against any third party claims in respect of non-conformity of the product manufactured in relation to which Standard Mark or certificate of conformity is used;

Now therefore this Deed witnesses and it is agreed to and undertaken by the certified body to safeguard the interests of the Bureau and to keep them harmless against any claim or demand made or proceedings initiated by any one against the Bureau in respect of non-conformity of the product manufactured on which the Standard Mark or certificate of conformity is used, and indemnify the Bureau in that regard including damages, interest or cost thereof.

In witness whereof this Deed has been executed at New Delhi by the aforesaid certified body through its Authorised Representative, in the presence of witnesses.

Certified body:

Witnesses:

- 1.
- 2.

#### Form – VII

(see sub-paragraph (1) of paragraph 9)

#### Application for renewal of licence

Head ..... Branch Office

Bureau of Indian Standards

Dear Sir/Madam,

I/we, carrying on business at ..... (Full factory and office address) apply for renewal of licence no. .... granted by the Bureau under Bureau of Indian Standards Act, 2016, and the Rules and Regulations framed thereunder, as amended from time to time, for a further period from ..... to ....., the terms and conditions being the same as stipulated in my/our previous application and the aforesaid licence, and/or such other conditions as the Bureau may stipulate.

2. The details of production of goods effected under this licence are as below:

(Attach separate sheet, if required)

(Period to be reporting from ..... to .....)

(i) Total production of the good(s)

(ii) Production covered under the licence

a) Quantity.....

b) Value (₹).....

(iii) Production not covered under licence, if any,

and the reasons for such non-coverage

(iv) Names and addresses of all purchasers

(v) Any other information

3. I/We are enclosing herewith Receipt No. .... dated ..... for ₹ ..... towards the following dues:

- i) Renewal application fee ₹
- ii) Marking fee ₹ per year rate
- iii) Previous dues/Other fee (as per BIS notice), if any ₹
- iv) Total amount ₹

Signature

Date

Name

Designation

Seal of Firm For and on behalf of

Declaration:

The information given in this application form are complete and true to the best of my/our knowledge and belief. I/We shall be responsible if any misleading information given in this form and the application shall be liable for rejection if wrong information has been given. If the licence is renewed on the basis of information which is found to be incorrect later, the licence shall be liable for cancellation.

The information obtained from any statement made or information supplied or any evidence given or from inspection made shall be treated as confidential by the Bureau as per provisions of sub-section (5) of section 27 of the Bureau of Indian Standards Act, 2016.

Note: For more details, you may please visit our website <https://www.bis.gov.in/>

## Form - VIII

(see sub-paragraph (2) of paragraph 9)

Attachment to licence no. ....

Licence no.	Name of the licensee with the factory address	Name of the product	Specified requirements

Endorsement no. .... Dated ....

Whereas, the licence was valid upto .....

Now, consequent upon renewal, the validity of the licence given in schedule of the original licence/endorsement no. .... has been extended from ..... to .....

Other terms and conditions of the licence remain the same.

Signature of designated authority

(Name of designated authority)

## Form - IX

(see sub-paragraph (1) of paragraph 10)

## Application for change in scope of licence

Head ..... Branch Office

Bureau of Indian Standards

Dear Sir/Madam,

I/we, carrying on business at .....  
 ..... (Full factory and office address) apply for  
 change in scope as detailed below for licence no. .... granted by the Bureau under Bureau of Indian  
 Standards, 2016 and the Rules and Regulations framed thereunder, as amended from time to time.

## 2. Change in scope desired:

Product	Specified requirements	Whether, extension or reduction	Technical file enclosed (Yes or No)

## 3. I/We have made the payment of ₹ ..... vide receipt No. .... dated ..... towards the above application.

Signature

Date

Name

Designation

Seal of Firm

For and on behalf of

Note : Attach separate sheet, if required

## Declaration:

The information given in this application form are complete and true to the best of my/our knowledge and belief. I/We shall be responsible if any misleading information given in this form and the application shall be liable for rejection if wrong information has been given. If the scope of licence is changed on the basis of information which is found to be incorrect later, the licence shall be liable for cancellation.

The information obtained from any statement made or information supplied or any evidence given or from inspection made shall be treated as confidential by the Bureau as per provisions of sub-section (5) of section 27 of the Bureau of Indian Standards Act, 2016.

Note: For more details, you may please visit our website <https://www.bis.gov.in/>

## Form - X

(see sub-paragraph (4) of paragraph 10)

Attachment to licence no. ....

Licence no.	Name of the licensee with the factory address	Name of the product	Specified requirements

Endorsement no. .... Dated ....

The following change in scope of licence has (have) been approved by the Bureau with effect from .....

Consequent upon the above changes, the revised scope of licence in Column (2) of the table in Schedule of the licence for the product set out in Column (1) of the Schedule is amended as follows:

Other conditions of the licence remain the same.

Signature of designated authority

(Name of designated authority)"

SMITHA G. NAIR, Secy.,

[ADVT.-III/4/Exty./694/2021-22]

**Note:** The principal regulations were published in the Gazette of India Extraordinary, Part III, Section 4 *vide* F.No. BS/11/11/2018 dated the 4th June, 2018 and subsequently amended *vide* F.No. BS/11/11/2018 dated the 12th October, 2018, F.No. BS/11/11/2020 dated the 21st February, 2020, F.No. BS/11/11/2021 dated the 4th February, 2021, F.No. BS/11/11/2021 dated the 5th February, 2021, F.No. BS/11/11/2021 dated 4th June, 2021, F.No. BS/11/11/2021 dated the 5th August, 2021, F.No. BS/11/11/2021 dated the 27th October, 2021 and F.No. BS/11/11/2021 dated the 8th December, 2021.