

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;