

- 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comes into force from the date of grant of licence and till the period for which it is granted or renewed and until withdrawn or terminated or cancelled by either party in accordance with the terms of this agreement.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: