

**AGREEMENT FOR THE GRANT OF BIS 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 Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 (hereinafter referred to as "BIS", 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./Mrs..... located in India at (hereinafter referred to as the 'manufacturer' which expression shall include its heirs, and or assigns) through Mr./Mrs..... (its Managing Director/proprietor/partner or authorised signatory, as the case may be):

Whereas BIS has been established by the BIS Act, 2016 for harmonious development of activities of Standardisation, Quality Certification and Marking of goods and for matters connected therewith or incidental thereto;

And whereas in furtherance of its functions as provided in the BIS Act, 2016 and in particular to provide service to foreign manufacturers, BIS is empowered to grant certification mark licence for foreign manufacturers of articles and processes;

And whereas under BIS Act, 2016 BIS is authorised to grant BIS licence for use of the BIS Standard Mark by the foreign manufacturer on its such products, which conform to the relevant Indian Standards, and the grant of such licence is subject to the manufacturer complying with the norms laid down by BIS from time to time;

And whereas the foreign manufacturer has applied to Bureau of Indian Standards for grant of Bureau of Indian Standards licence under BIS Act, 2016 and BIS after satisfying itself about the capability of the manufacturer and that it satisfies the requirement as laid down in BIS Act, rules and regulations framed thereunder, and the terms and conditions of the licence, has decided to grant to the manufacturer BIS licence 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 "BIS licence" means a licence granted under section 13 of the BIS Act, 2016 to use the Standard Mark in relation to any article or process, which conforms to the Indian Standard.

1.2 "manufacturer" means a business enterprise engaged in the manufacture of any article or process, situated at a stated location or locations, that carries out and controls such stages in the manufacture, assessment, handling or storage of a product, that enables it to accept responsibility for continued compliance of the product with the relevant Indian Standard and undertakes all obligations in that connection, with regard to grant of BIS licence to foreign manufacturer, under the Scheme.

- 1.3 “recognised laboratory” means any laboratory in India or abroad recognised by BIS for the purpose of testing conformance of product to the relevant Indian Standards.
- 1.4 “product” means the products to be marked with BIS Standard Mark.
- 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 BIS Act, 2016, 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 BIS granting licence to the manufacturer and the manufacturer agreeing to abide by the provisions of this agreement and the various obligations and responsibilities and BIS performing its part under the BIS Act, 2016, the manufacturer shall pay to BIS the 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 BIS (Conformity Assessment) Regulations, 2018.
 - 2.2 The manufacturer also agrees to bear all expenses, including cost to BIS of the man-days spent by BIS certification officer(s) in connection with the inspection at the manufacturing premises and/or at the testing laboratory (from the time of departure from the place of posting till return thereto), and testing fee as the case may be, as decided by BIS in its absolute discretion.
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 BIS 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. The nomination by the manufacturer shall be given on letterhead in the format prescribed.
 - 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/ BIS Act, 2016, and rules and regulations 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 BIS Act, 2016 and the rules and made 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 BIS Act, 2016, 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 BIS Act, 2016, and rules and regulations thereunder 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 the records of BIS 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 BIS 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 BIS available to it under the BIS Act, 2016, and rules and regulations framed thereunder or under this agreement.
- 3.9 The BIS shall be entitled to terminate this agreement forthwith in the event it is revealed to or comes to the knowledge of BIS 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 BIS Act, 2016, 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 BIS Act, 2016, rules and regulations framed thereunder.
5. Rights and responsibilities of licensee
 - 5.1 The BIS licence granted to the manufacturer shall only be with respect to (mention product) as per IS (mention IS Number).
 - 5.2 Rights and responsibilities of the licensee shall be as conveyed to him by BIS from time to time, and the licensee shall abide by the same.

6. Period of validity of BIS licence / renewal thereof
 - 6.1 BIS licence shall be valid for the period as expressly stated therein, and shall automatically expire thereafter, unless specifically renewed in writing by BIS for any further period.
 - 6.2 In case an application for renewal of the licence is submitted by the licensee to BIS (during the period of validity of the licence, or within such period from the date of expiry thereof as may be stipulated by BIS, BIS 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 BIS in writing for any further period.
7. Cancellation of licence
 - 7.1 Licence may be cancelled by BIS in accordance with regulation 11 of Bureau of Indian Standards (Conformity Assessment) Regulations, 2018.
8. Suspension of licence
 - 8.1 A licence may be suspended by BIS in accordance with paragraph 11 of Scheme - I appended to Schedule - II of Bureau of Indian Standards (Conformity Assessment) Regulations, 2018.
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 30 days' notice in writing addressed to Head, Central Marks Department – I, BIS, 9 Bahadur Shah Zafar Marg, New Delhi–110 002, by registered AD 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 BIS indicating the details of the product so manufactured or marked prior to termination of Agreement or BIS licence and shall comply with all directions that may be conveyed by BIS to it.
 - 9.4 The manufacturer shall also clear all liabilities, financial or otherwise, towards BIS and shall return the original licence document along with all endorsement to BIS.
10. Indemnity
 - 10.1 The manufacturer agrees and fully understands that under the product certification scheme of BIS under which the licence is granted, the responsibility of conformance to the relevant Indian Standard with respect to products is solely on the manufacturer.

- 10.2 The manufacturer, therefore, agrees to indemnify BIS for all claims or damages arising out of its manufacturing of products and / or non-conformance to the relevant Indian Standards that may be made against BIS 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 BIS, as per the prescribed format, indemnifying and holding BIS harmless in respect of any third party claims with regard to conformance of products manufactured by the manufacturer on which the Indian Standard Mark is marked, to the relevant Indian Standard.
- 10.4 The manufacturer further undertakes to furnish a Bank Guarantee, as per the prescribed format, for USD 10000 (US Dollars Ten Thousand only) in favour of BIS, for due compliance of the provisions of the BIS Act, 2016 and the rules and regulations framed thereunder, and the terms and conditions of the licence.
- 10.5 In case of any breach thereof, BIS 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 BIS 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.

