

BUREAU OF INDIAN STANDARDS
(CENTRAL MARKS DEPARTMENT - I)

Our Ref: CMD-I/2:16:1

02 May 2019

Sub: Guidelines for Grant of Certificate of Conformity as per the conformity assessment Scheme – IV of Schedule – II of BIS (Conformity Assessment) Regulations, 2018

These guidelines stipulate the procedure for Grant of Certificate of Conformity (CoC) as per Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018. These are to be read in conjunction with BIS Act 2016, BIS Rules 2018 and BIS (Conformity Assessment) Regulations 2018. In particular, the provision for Grant of CoC are addressed in Regulation 12, 13, 14 & 15 and Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018. Any situation, in general, not covered in these guidelines is to be dealt as per the provisions of Act, Rules and Regulations by the Regional Offices (ROs) and Branch Offices (BOs). The CoC and all the forms mentioned herein corresponds to Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018.

General principles for grant of CoC

1. The Bureau grants CoC based on successful assessment of the manufacturing infrastructure, production process, quality control and testing capabilities of the manufacturer through a visit to its manufacturing premises. Conformity of the product to the specified requirements (a standard or a part of a standard or essential requirements) is also established through third party laboratory testing or testing in the manufacturing premises or a combination of both.

Application

2. The application shall be made in the Form - V along with Form - III and relevant documents.

Products for grant of the CoC

3. The applicant may apply for grant of CoC for the products and specified requirements as per Annexure - I to the Bureau along with the documents mentioned at Sl No. 2 above.

Testing of the product

4.
 - a) The applicant shall submit conforming Test Report(s) of the product sample(s) manufactured by the applicant issued by a third party testing laboratory.
 - b) For the products which are operated on factory testing basis as per Annexure - I, test report(s) of product sample(s) from third party laboratory will not be required to be submitted.

Third party laboratory

5. Test report(s) of the following third party laboratories shall be accepted:
 - i) Laboratories established, maintained or recognized by the Bureau for the product (including Group-2 labs as specified under the Laboratory Recognition Scheme of the Bureau);
 - ii) Government laboratories empanelled by the Bureau;
 - iii) Any other laboratories as decided by the Executive Committee of the Bureau;

Test report(s) shall be latest

6. **a)** The test report(s) of the product shall not be more than 180 days old. The period for counting 180 days shall be from the date of issue of the test report(s) to the date of receipt of the application in the BO. In case of multiple test report(s) for one product, the latest product test report shall not be more than 180 days old and the oldest product test report shall not be more than 365 days old.

b) If a BO is of the opinion that the test report(s) to be considered for grant of CoC need to be accepted beyond specified time norms due to genuine reasons, the case may be put up for the approval of concerned DDGR with proper justification. DDGR after due consideration of the facts in the recorded justification, may take a decision whether to allow acceptance of the test report(s) which are not within the time limits specified above.

Partial test report(s)

7. **a)** It is the responsibility of the applicant to ensure that the test report(s) submitted are complete in all respects and conforming to the specified requirements. In the event of submission of partial test report, applicant must submit reasons for test report(s) not being complete and proper justification to the satisfaction of Head (BO). Based on the reasons/justification received, the remaining test(s) shall be done in the laboratory of the applicant, with permission of Head (BO), as per procedure given at clause 7 b).

b) The factory testing for remaining tests will be carried out by the Bureau during verification visit, subject to:

- i)** Availability of complete testing facility with the applicant for the remaining tests to be done;
- ii)** Payment of inspection fee for the visit; and
- iii)** Availability of sufficient material for carrying out the remaining tests from material of the same control unit of which the test report(s) were submitted along with the application. In case, material from the same control unit is not available, sufficient material from one fresh control units be made available.

Long duration test(s)

8. **a)** For product characteristic requiring testing time 30 days (one month) and above, evidence of conformity in the form of test report(s) from any laboratory, firm's own or outside should be made available for such tests. The applicant should also simultaneously produce evidence that the long duration test in any of the laboratories specified at clause 5 above, is in progress and the laboratory shall be able to issue the Test Report (TR) within a definite time period (indicating date), which shall be made available by the applicant to the Bureau.

b) The provision of in-house/outside laboratory test report for long duration test(s) may be relaxed, in case the applicant firm located in India is newly established and duration of such test(s) is more than 6 months. The appropriate evidence for establishment of manufacturing premises and commencement of production shall be taken.

- Undertaking, as applicable** 9. An undertaking (refer clause 11 d) xi)) shall also be obtained from the applicant on its letterhead that, in the event of non-conformity of the sample in long duration test(s) or its inability to submit the test report immediately but not later than 30 days (one month) from the date of test report indicated by the laboratory, the CoC, if granted shall be processed for cancellation.
- Conformity of raw material** 10. a) Where ensuring conformity of raw materials is a mandatory requirement of the specified requirement(s) being considered for CoC, such conformity shall be established through any of the following:
i) Raw material is ISI marked or relevant requirements are certified through BIS granted CoC;
ii) Test report from any laboratory as specified at clause 5 above;
iii) In case i) and ii) are not possible, Test report from any laboratory having NABL accreditation or Raw material manufacturers' test certificate;
iv) In case i), ii) and iii) are not possible, In-house Factory Test Report.
- b) Where requirement(s) for raw materials are referred to in the specified requirements of the product for guidance or reference only, evidence of conformity of raw material should not be insisted upon. Ensuring conformity of raw material/components shall rest with the applicant.
- Factory visit** 11. a) A visit will be paid to the factory of the applicant for assessment of the manufacturing & testing infrastructure, production process, quality control and testing capabilities, and drawl of product samples (if applicable) for testing in the third party laboratory.
- b) Duration of the factory visit shall normally be one day in case of Indian manufacturers and two days in case of foreign manufacturers. In case more days are required, the decision in this regard may be taken by Head (BO).
- c) In case the Grant of CoC is to be considered based on the complete or partial testing of the product in the factory, the man-days required for such visits may be assessed and approved by Head (BO). Inspection fee, as applicable, shall be collected for the additional man-days required for such testing.
- d) the following documents, as applicable, shall be taken and verified during the factory visit-
- i) a self-evaluation cum verification report in the proforma, as given in Annexure - II
 - ii) Details of quality control personnel
 - iii) Calibration certificates of testing equipment to be verified during the visit
 - iv) Copies of test certificates of raw material(s), as applicable
 - v) Drawl of verification sample of the product and/or components/raw materials, as applicable
 - vi) Report of hygienic condition, if applicable
 - vii) Plant layout indicating the location of manufacturing area, storage area for raw material and finished product, testing laboratory etc.
 - viii) Location plan of the factory

- ix)** For the tests which are permitted to be subcontracted and not available with the manufacturer, copy of the agreement or consent letter from the outside laboratory for which arrangement for sub-contracting is made
- x)** Inspection and testing plan as per Form - III proposed to be followed and discussion on the adequacy of the plan
- xi)** Undertaking for long duration test as per the template attached as Annexure - III, wherever applicable (refer clause 9), and
- xii)** Undertaking, as per the template attached as Annexure - IV (refer clause 13 d)).

e) During the factory visit, the activities as per clause (c) of sub-paragraph (2) of paragraph 3 of Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations 2018 shall be carried out. The discrepancy-cum-advisory report, if required, shall be issued as per Form - VII.

Factory Testing (FT)

12. **a)** During the factory visit, FT shall be carried out for as many requirements, as possible.
- b)** If, during the FT, any non-conformity is observed - no sample shall be drawn for testing in third party laboratory. The applicant may be advised to take corrective action(s), which is/are to be verified through another inspection and testing in the factory (inspection fee to be paid by the applicant for the visit).

Drawl of verification sample

13. **a)** Draw only one sample and counter sample from the product variety to be covered under the scope of the CoC. If the product is considered for grant of CoC on complete FT basis, sample(s) shall not be drawn.
- b)** The requirements (which have already been reported as conforming in test report of third party laboratory submitted with the application) for which testing charges are high (more than ₹ 25,000) or test duration is 30 days or above, need not be carried out on the verification sample.
- c)** After ensuring proper packing of the sample, seal the sample and the counter sample. The guidelines issued by the Laboratory Policy & Planning Department shall be followed for sealing and dispatch of the sample to laboratory for testing.
- d)** An undertaking (refer clause 11 d) xii)) shall also be obtained from the applicant on the letterhead that the CoC, if granted, shall be put under suspension if the sample(s) drawn during the factory visit by the certification officer(s) of the Bureau, do(es) not conform to any of the specified requirements.

Processing for grant of CoC

14. **a)** Process of grant of CoC is expected to be completed within 60 days excluding FT duration. However, for all India first case, it may take 180 days excluding FT duration from the date of receipt of the application, provided the documentation, assessment of the unit and conformity of the product is established satisfactory at first instance during various stages. A template of

the letter to be sent for communication of Grant of CoC is attached as Annexure - V.

b) The CoC shall initially be granted for not less than one year and upto two years and attested as per Form - VIII.

Review of test report of verification sample

15. **a)** The decision on the adequacy of the inspection and testing plan submitted shall be taken by Head of the BO.

b) In case of non-conformity of verification sample(s) drawn during the factory visit, suspension of CoC shall be imposed immediately. The certificate holder shall take necessary corrective actions and inform the same to the Bureau, and also confirm his readiness to offer fresh samples manufactured after taking the corrective actions. The revocation of suspension in such cases shall be considered only on the basis of complete conforming test report(s) of the fresh samples from third party testing laboratory. In case the fresh sample drawn by the Bureau for consideration of revocation of suspension shows non-conformity in third party laboratory testing, or the certificate holder does not inform corrective actions taken and does not offer improved samples within 30 days of the date of Suspension, the CoC may be processed for cancellation.

c) In case of receipt of test report of any sample drawn after grant of CoC [Factory Sample (FS) /Market Sample (MS)] prior to receipt of the test report for the sample drawn during factory visit during the applicant stage, the same shall be treated as a routine sample. However, on receipt of test report of the sample drawn at applicant stage which is found non-conforming, notwithstanding the conformity of the FS/MS drawn after grant of CoC, action as per clause 15 b) above, shall be taken.

Incomplete test report of verification sample

16. In case of receipt of incomplete test report for the sample drawn for third party laboratory testing, the remaining test may be carried out on the counter sample in a third party laboratory (refer clause 5). If, in any case, it is difficult to test the remaining requirements in a third party laboratory nor they were earlier recorded in the FT report, the same may be carried out in the factory of the applicant with approval of Head, BO, provided such test facilities exist in the factory.

Review of test report of long duration test

17. The case shall also be reviewed for the test report of long duration test, for which the applicant had submitted an undertaking (refer clause 9 above). If the test report for the long duration test is found non-conforming or the applicant fails to submit the test report by the stipulated time, the CoC, if granted, shall be processed for cancellation.

All India first application

18. **a)** If the application is for a product for which no CoC has been granted earlier, the application shall be processed by the concerned BO and sent to DDG(Certification) through concerned DDGR.

b) The Certification Officer concerned, who has carried out factory visit for all India first application, shall prepare draft product manual within 07 days of

the factory visit/drawl of verification sample for testing in third party laboratory.

- Rejection of application** 19. a) The application may be processed for rejection as per the sub-regulation (5) of regulation 12 of BIS (Conformity Assessment) Regulations, 2018. It may include one or more of the situations mentioned below:
- i) Samples not offered for testing within 30 days of recording of application
 - ii) Lack of testing facilities with the applicant
 - iii) Lack of technical personnel with the applicant
 - iv) If corrective actions are not taken within the time period stipulated in discrepancy-cum-advisory report
 - v) The firm has not been clearing the financial dues to the Bureau.
 - vi) The firm has tampered with documents in connection with the grant of the CoC.
 - vii) The firm has indulged in unethical practices in the context of grant of the CoC.
 - viii) Major deviation is observed from the declared manufacturing facility during the factory visit.
 - ix) Failure of firm in providing all assistance to certification officer in connection with carrying out factory visit
 - x) If non-conformity in factory testing is found repeated during the second factory visit.
- b) Before rejecting an application, a rejection notice of not less than 21 days shall be given to the applicant (template attached as Annexure - VI). The applicant shall be given a reasonable opportunity of being heard either in person or through its representative. In case the facts or the explanation furnished by the applicant or its representative is not satisfactory, the application shall be rejected. The closing of application shall be communicated to the applicant (template of the letter attached as Annexure - VII).
- c) The competent authority shall pass speaking orders for decision taken.
- Product specific guidelines** 20. In addition to these guidelines, any product specific guidelines issued by CMDs shall be followed, as applicable.
- Additional features for foreign manufacturers** 21. In addition to the requirements mentioned above, the foreign manufacturers shall also submit the duly filled formats specified in Annexure - VIII, IX, X and XI.
- Inspection fee** 22. The inspection fee shall be payable, in advance, as per sub-paragraph (5) of paragraph 5 of Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018.
- Testing fee** 23. The testing fee of the sample(s) shall be borne by the applicant.

***Provision
for appeal***

24. For the cases, in which manufacturer submits appeal to Director General, the brief history of the case shall be communicated by RO/BO to concerned CMD (template attached as Annexure - XII).

Annexure - I

List of products* for grant of CoC

Sl. No	IS No.	Product/IS title and CoC modus operandi	Specified requirements	FT basis (Complete/Partial/None)

* The products to be included will be considered based on any request received or any Quality Control Order (QCO) issued by the Central Government.

Annexure - II

Self-evaluation cum verification report

1. General information
 - a) Applicant's name
 - b) Enclose plant layout:
2. Raw materials
 - a) Raw Materials Used:

Sl. No	Raw material	Name of supplier	With/without BIS certification	Test certificate of the supplier	How received batches/lots nature of package

3. Packing and marking
 - a) Nature of packing
 - b) Quantity per package
 - c) Marking on article
 - d) Method of marking (printing, Stencilling, embossing etc)
 - e) Form of label(s), if any (enclose one set)
 - f) Batch or Code numbering for identification
 - g) In what manner marking differs from the provisions in the specified requirements

4. Details of Quality Control Staff:

Sl. No.	Name of person	Designation	Qualification	Experience

5. Brand Name(s)

Declaration of brand name/trademark proposed to be covered under certification

- a) Brand Names/Trademark(s) being used:

Brand Names/Trademark(s) which would be marked on the product bearing the BIS Certification (Give actual design depiction of the Brand Name/Trade Mark(s))	Owned by self or others	Registered/ Unregistered	Date of registration/ introduction
b)			

c) Other Brand Names/Trademark(s) used for the same product marketed without BIS Certification as per Scheme - IV. Give reasons.

d) In case Brand Names/Trademark(s) of any other party/manufacturer is being used for purposes of the above, give the design depiction of the Brand Names/Trademark(s) and copy of the agreement authorizing the use of the same.

e) I/We undertake to inform BIS in advance as and when we propose to use any other Brand Names/ Trademark(s) in conjunction with the operation of the BIS Certification Scheme - IV.

f) I/We also undertake that, as far as possible, the entire production which conforms to the specification shall bear labelling and marking as specified by BIS , irrespective of the Brand Names/Trademark(s) used.

g) I/We understand that the above has been given only as information to BIS, that BIS has no role in permitting/approving of any Brand Name or Trade Mark, that this is not in anyway be interpreted to mean that BIS has permitted/approved the use of the Brand Name(s) and Trademark(s) listed above, and that the responsibility is entirely mine/ours.

Declaration

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

I/We declare that we have the requisite manufacturing infrastructure, production processes, quality control and testing capabilities towards maintaining conformance of the product to the specified requirement(s) on continuous basis.

Date:

(Signature)

Name and
Designation

Place:

Annexure - III

Undertaking for long duration test

(To be submitted on the letterhead of the firm)

The Head(Branch Office)
Bureau of Indian Standards

Dear Sir/Madam,

I, (name of person), (designation) have applied for a Certificate of Conformity (CoC) as per Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018 on (date of application as in the application form) to you for (name of product) as per (specified requirements) being manufactured at our factory at (give address).

In this regard, I understand and agree that in event of failure of the sample drawn for the purpose of Grant of CoC to use BIS certification in the following type tests or my inability to submit the test report for following tests within 30 days (one month) of the date of completion of the test(s) as confirmed by the laboratory*, the CoC if granted to me, shall be processed for cancellation:

Sl. No.	Type test	Duration of the test	Date of completion of the test(s) as confirmed by the laboratory, if applicable
1			
2			
3			

Further, I duly undertake that I shall abide by all the directions issued by the Bureau in this regard.

Date:

(Name)
(Designation)
(Seal)

*Strike out whatever is not applicable

Annexure - IV

Undertaking by applicant (For products not operated on complete factory testing basis)

(To be submitted on the letterhead by Member of Management/Authorized Signatory to concerned
Head of the Branch office along with the Application and other documents)

The Head(Branch Office)
Bureau of Indian Standards

Dear Madam/Sir,

I, (name of person), (designation) have applied for a Certificate of Conformity (CoC) as per Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018 on (date of application as in the application form) to you for use of BIS certification on (name of product) as per (specified requirements) being manufactured at our factory at (give address).

In this regard, I clearly understand and agree to the conditions that-

- (i) the CoC, if granted against the above application shall be put under suspension by BIS, if the sample drawn during the verification visit fails to conform to the specified requirements,
- (ii) in such case of suspension, I shall take necessary corrective actions and inform the same to BIS within one month and offer fresh lot of product manufactured after taking corrective actions, from which sample(s) will be drawn by BIS for third party testing,
- (iii) the revocation of suspension will be considered only on the basis of complete test report(s) of the fresh sample(s) offered, from third party testing laboratory,
- (iv) the testing fee for testing of sample drawn for consideration of revocation of suspension shall be borne by me, and
- (v) in case, the fresh sample drawn by BIS for considering revocation of suspension shows non-conformity, or I fail to inform corrective actions within 30 days from the date of suspension, the CoC shall be processed for cancellation.

Date:

(Name)
(Designation)
(Seal)

Annexure - V

Our Ref:

Dated:

Subject: Grant of BIS Product Certification CoC No.- as per IS

M/s

Dear Madam(s)/Sir(s),

With reference to your application, we are pleased to inform you that the Certificate of Conformity (CoC) as per Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018 has been granted to you in respect of the followings:

Product:

- (i) Grade
- (ii) Class
- (iii) Type
- (iv) Variety

As per (essential requirement(s))

The CoC is granted on the explicit condition that you will cover entire/substantial production which conforms to the specified requirements.

2. The number assigned to this CoC is which has been made operative from and is valid up to The CoC number shall invariably be referred to in your future correspondence.

According to Sub-Paragraph (2) of Paragraph 5 of Scheme - IV of Schedule - II under BIS (Conformity Assessment) Regulations, 2018, the annual CoC fee of ₹ 50,000.00 (Large Scale)/ 40,000.00 (MSME) is payable by you with effect from for the period of validity of the CoC in advance.

3. The fee stipulated in Paragraph 5 of Scheme - IV of BIS (Conformity Assessment) Regulations, 2018 is payable by you regardless of the fact whether you actually cover your product or not with the BIS certification. Our Receipt No.R/ dated for the CoC fee for the first operative period is already *issued/enclosed/being sent separately.

4. This advance certification fee will be carried over to the next year on every renewal.

5. The Inspection and Testing Plan (ITP) submitted by you will have to be implemented by your organization strictly and completely. This supervision of the operation of the ITP shall be done by a person responsible for the quality control function in your organization. Kindly inform us the name and designation of the person who will be held responsible for the operation and maintenance of the Scheme. Any future change in this respect will have to be communicated by you to us as and when these take place.

6. On commencement of the production of your product for which you are certified, you may advertise your product with BIS certificate in various media only during the validity of your CoC. The use of BIS certification on letterheads and publicity literature will be permitted only on receipt

of your assurance that in the event of cancellation or lapsing of your CoC, the BIS certification details on your letterheads, publicity literatures etc. will be destroyed/obliterated.

7. This CoC is granted for your manufacturing premises situated at (Address of factory) Privileges under the CoC shall not be exercised by any other firm company/factory etc. This CoC is not transferable in the event of shifting the manufacturing and testing equipment from the certified premises to some other place, use of CoC shall be stopped till the new premises are inspected and found to be satisfactory by BIS in respect of manufacturing and testing facilities available there and the address of the new premises is endorsed in the CoC.

8.* It may be noted that this CoC is granted which is subject to the condition that if samples drawn on (Date of drawl of verification sample) by BIS during the verification visit before grant of CoC, fail to conform to the specified requirements (in any requirement), the CoC shall be put under suspension, and in case fresh sample after corrective action is not offered within one month or fresh sample fails to conform to the specified requirements, in any requirement, the CoC shall be processed for cancellation (Not applicable for products operated on factory testing basis).

Thanking you,

Signature of designated authority
(Name of designated authority)

Encl: As above.

(*strike out whichever is not applicable)

Annexure - VI

Our Ref.:

Date:

Subject: Notice for Rejection of Application.

M/s

Dear Sir/Madam,

This is with reference to your application No.CM/A-.....for grant of Certificate of Conformity (CoC) as per Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018 on your productas per (specified requirement(s))

2. We regret to inform you that it has not been found possible to further process your application because of the following:

(BO to mention the reasons)

3. In view of above, it is proposed to reject your application. In case, you have anything to say in the matter, you may send your reply within 21 days of issue of this letter. If you desire to be heard by the undersigned in person or through a representative authorized by you on your behalf, you may seek an appointment for such a hearing with the undersigned, after submitting your written explanation.

4. In case no reply is received from your end within the stipulated period, we will process your application for rejection as per the sub-regulation (5) of regulation 12 of BIS (Conformity Assessment) Regulations, 2018 without any further notice to you.

Thanking you,

Signature of designated authority
(Name of designated authority)

Annexure - VII

Our Ref: BO/A-

Date:

Subject: Rejection of Application No. BO/A –

M/s

Dear Sir/Madam,

This is with reference to your Application No. A- for grant of Certificate of Conformity (CoC) as per Scheme - IV of Schedule - II of BIS (Conformity Assessment) Regulations, 2018 on your product as per (specified requirements)

2. Kindly refer to our letter of even number dated In this letter we had informed you of our intention to reject your application for the following reasons:

(BO to mention the reasons for rejection of application, reference to reply from firm, its examination and consideration and also if any personal hearing is held, reference to the same needs to be indicated)

3. It has, therefore, been decided that the case relating to your above mentioned application be rejected. You may please apply afresh with applicable fee as and when you feel interested in future to get CoC for your product and are in position to comply with the above mentioned requirements.

4. If you are aggrieved by the above order, you may prefer an appeal to the Director General, Bureau of Indian Standards within ninety days from the date of the order with a fee of two thousand rupees as per provisions of section 34 of the BIS Act, 2016 read along with Rule 37 of the BIS Rules, 2018.

Thanking You,

Signature of designated authority
(Name of designated authority)

Annexure-VIII

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 Authorized Indian Representative (as per clause 3.1 of the Agreement)

Dear Sir,

In terms of the requirement of clause 3 of the agreement, we, M/s _____, the manufacturer and signatory of the Agreement with BIS, do hereby nominate and appoint Mr./Ms. _____, son / daughter of Mr. _____, resident of _____, INDIA, as our Authorized 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 BIS Act 2016, Rules and Regulations. 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 authorized 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 Authorized Indian Representative:

Signature:

Name:

Name:

Designation:

Designation:

Contact Details:

Contact Details:

Mob. No. :

Mob. No.:

Email:

Email:

Complete Postal Address:

Complete Postal Address:

Annexure – IX

PERFORMANCE BANK GUARANTEE

The Director General
Bureau of Indian Standards
Manak Bhavan
9 Bahadur Shah Zafar Marg
New Delhi - 110 002

1. In consideration of Bureau of Indian Standards (hereinafter called ‘BIS’ or ‘the Bureau’) having agreed to exempt (hereinafter called ‘the Manufacturer’) from the demand under the terms and conditions of an agreement entered into between the Bureau and Manufacturer in respect of grant of Certificate of Conformity (CoC No.) as perby the Bureau to the Manufacturer (hereinafter called ‘the agreement’), of security deposit for due fulfillment by the Manufacturer of the terms and conditions contained in the said Agreement, on production of the bank guarantee for, we (hereinafter referred to as ‘the bank’) at the request of M/s (Manufacturer), do, undertake to hereby, pay to the Director General of the Bureau by Cheque/ Demand Draft, on behalf of the Bureau, an amount not exceeding USD 10,000 (US Dollars ten thousand only) against any loss or damage caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Manufacturer of any of the terms or conditions contained in the said Agreement.

2. We,....., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau by reason of breach by the said Manufacturer of any of the terms or conditions contained in the said Agreement or by reason of the Manufacturer’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Bureau in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding USD 10,000 (US Dollars ten thousand only).

3. We undertake to pay to the BIS any money so demanded notwithstanding any dispute or disputes raised by the Manufacturer in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder, and the Manufacturer shall have no claim against us for making such payment.

4. Wefurther agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Bureau certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Manufacturer and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before

..... we shall be discharged from all liabilities under this guarantee thereafter.

5. We further agree with the Bureau that the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performances by the said Manufacturer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Manufacturer and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Manufacturer or for any forbearance, act or omission on the part of the Bureau or any indulgence by the Bureau to the said Manufacturer or by any such matter or thing whatsoever which under law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Manufacturer.

7. We lastly undertake not to revoke this guarantee during and even after its currency except with the previous consent of the Bureau in writing.

Dated: the day of of for Bank

Place:

Signature:

Name:

For and on behalf of:

Seal:

Note: - PBG shall be issued by any Bank having Reserve Bank of India approved branch in India. Original PBG shall be endorsed and routed / forwarded through the Indian branch only. (Give the details of such RBI approved branch in India below)

Annexure – X

INDEMNITY BOND

(To be typed 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 / firm having its registered / corporate office at _____ and a Liaison / 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 authorized representative (hereinafter referred to as 'the Manufacturer'), in favour of Bureau of Indian Standards, having its headquarters at Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi - 110 002 (hereinafter referred to as 'BIS' or 'the Bureau') :

WHEREAS the manufacturer who is engaged in the business of manufacture of _____ (name the product for which Certificate of Conformity (CoC) is being obtained) outside India, has approached the Bureau for grant of CoC for the aforesaid product, as conforming to specified requirements _____:_____;

AND WHEREAS as per the product certification scheme-IV of BIS under which the CoC is granted to the Manufacturer, the Bureau on being satisfied that the product manufactured by the manufacturer conforms to the specified requirements, merely gives a CoC to the manufacturer to use for such product as conforming to the specified requirements;

AND WHEREAS the responsibility of conformance to the specified requirements with respect to the product in respect of which the CoC is granted is the sole responsibility of the Manufacturer, and in case of non-conformance, the CoC is liable to be suspended, deferred or cancelled by the Bureau;

AND WHEREAS the Manufacturer has entered into an Agreement with the Bureau in connection with the grant of the CoC, wherein it is stipulated that the Manufacturer shall 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 by the Manufacturer for which the claim of CoC has been made.

NOW THEREFORE this Deed witnesses and it is agreed to and undertaken by the Manufacturer 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 by the Manufacturer for which the CoC is claimed by the Manufacturer, 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 Manufacturer through its Authorized Representative, in the presence of witnesses.

MANUFACTURER:

Witnesses:

1.

2.

Annexure-XI

AGREEMENT FOR THE GRANT OF CERTIFICATE OF CONFORMITY (CoC) (FOR USE BY THE FOREIGN MANUFACTURER) (On Rs. 100/- 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 authorized signatory, as the case may be):

Whereas BIS has been established by the BIS Act, 2016 for harmonious development of activities of Standardization, 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 of Conformity (CoC) to foreign manufacturers of goods and articles;

And whereas under BIS Act, 2016 BIS is authorized to grant CoC to foreign manufacturer on its such goods and articles, which conform to the relevant Indian Standard or essential requirements, and the grant of such CoC 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 CoC 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 CoC, has decided to grant to the manufacturer CoC 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 “CoC” means a CoC granted under section 13 of the BIS Act, 2016 to any article or goods, which conforms to the Indian Standard or specified requirements..
- 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 CoC to foreign manufacturer, under the Scheme.
- 1.3 “third party laboratory” means a laboratory established, maintained or recognized by the Bureau or Government laboratory empaneled by the Bureau.
- 1.4 “product” means the products to be supplied with CoC.
- 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 CoC 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 Annual Certificate of Conformity fee, renewal application fee 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 provisions of agreement/ BIS Act, 2016, 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 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 framed 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 CoC.
- 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” 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 manufacturer and his authorised agent agree to abide by all the terms and conditions of grant of CoC as per the BIS Act, 2016, rules and regulations framed thereunder.

5. Rights and responsibilities of manufacturer

5.1 The BIS CoC granted to the manufacturer shall only be with respect to (mention product) as per IS/Specified requirements (mention IS Number/document).

5.2 Rights and responsibilities of the manufacturer shall be as conveyed to him by BIS from time to time, and the manufacturer shall abide by the same.

6. Period of validity of BIS CoC / renewal thereof

6.1 CoC 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 CoC is submitted by the manufacturer to BIS (during the period of validity of the CoC, 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 manufacturer shall not make any claim regarding holding of such CoC, and nor shall be entitled to use this CoC, in any manner, in relation to goods or articles after validity of CoC, till such time that the CoC is renewed by BIS in writing for any further period.

7. Cancellation of CoC

7.1 CoC may be cancelled by BIS in accordance with regulation 19 and paragraph 12 of Bureau of Indian Standards (Conformity Assessment) Regulations, 2018.

8. Suspension of CoC

- 8.1 CoC may be suspended by BIS in accordance with paragraph 18 of Scheme - IV of Schedule - II of Bureau of Indian Standards (Conformity Assessment) Regulations, 2018.
9. Termination of agreement
 - 9.1 The manufacturer 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 manufacturer can also terminate the agreement by giving 30 days' notice in writing addressed to Head, Foreign Manufacturers 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 claim CoC 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 prior to termination of Agreement or CoC 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 CoC 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 CoC 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 specified requirements 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 CoC is claimed to the specified requirements.
 - 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 CoC.

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 CoC 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 the any of the clauses of the agreement or liabilities of the respective rights or obligations or parties of the agreement, courts at Delhi to entertain, try and alone shall have the jurisdiction to 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.

Annexure – XII

Name of the BO/RO

Date:

Name of the Applicant/Certificate holder	
Address with email	
Application No./CoC No.	
Specified requirement(s)	
Product	
Varieties covered	
Date of grant of CoC and validity	
Review of performance during last two years	
Details of order appealed against	
Closure notice/Cancellation notice/Expiry notice/ Notice for reduction of scope (as applicable)	
Proceedings of personal hearing	
Order of Head (BO)/DDGR	
Chronological sequence of actions taken with supporting documents	<i>(Please provide as separate attachment)</i>
Para wise comments on the appeal	<i>(Please provide as separate attachment)</i>
Any other relevant information	

(Name and signature of dealing officer)

Head (BO)

DDGR