

**AGREEMENT FOR THE GRANT OF BIS REGISTRATION  
(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, 1986 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./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 authorized signatory, as the case may be*) :

WHEREAS BIS has been established by the Bureau of Indian Standards Act, 1986 for harmonious development of activities of Standardization, Quality Certification, Marking and Registration of goods and for matters connected therewith or incidental thereto;

AND WHEREAS in furtherance of its functions as provided in the BIS Act, 1986 and in particular to provide service to foreign manufacturers, BIS is empowered to grant Registration to foreign manufacturers of articles;

AND WHEREAS under BIS Rules, BIS is authorized to grant BIS Registration for use of the words "Self Declaration – Conforming to IS....." by the foreign manufacturer on its such products, which conform to the relevant Indian Standards, and the grant of such Registration 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 BIS for grant of BIS Registration under BIS Rules 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, and the terms and conditions of the Registration, has decided to GRANT to the manufacturer BIS Registration 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 Registration" means a Registration granted under Section 16C of the BIS Rules to use the words "Self Declaration – Conforming to IS....." 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, 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 Registration to foreign manufacturer, under the Scheme.

1.3 “Recognized laboratory” means any laboratory in India or abroad recognized 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 the words “Self Declaration – Conforming to IS .....” .

1.5 “Authorized 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, 1986 and 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.

1.6 Registered User - The manufacturer to whom the Registration has been granted.

## **2. FEES**

2.1 In consideration of BIS granting Registration 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, 1986, the manufacturer shall pay to BIS the necessary fees, as applicable from time to time, under the scheme as decided by BIS in its absolute discretion.

## **3. NOMINATION**

3.1 The manufacturer shall nominate and appoint a person as his Authorized Representative located in India after obtaining all necessary permission / 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. The authorized 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](#).

3.2 The form containing nomination of the Authorized 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 Authorized Representative who has been so appointed, in token of his/her 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, 1986 and Rules and Regulations.

3.3 The Authorized 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, 1986 and the Rules and Regulations made thereunder and shall continue to be so till another Authorized Representative is appointed in his place in accordance with the terms of the Agreement.

3.4 The Authorized Representative shall remain bound to comply/adhere to the terms and conditions of this Agreement, the provisions of BIS Act, 1986 and Rules and Regulations 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/ provisions of BIS Act, 1986, Rules and Regulations framed thereunder in his personal capacity.

3.5 The manufacturer shall ensure that his Authorized Representative does not remain unrepresented at any time during the continuation of this Agreement, on account of any reasons whatsoever and shall further ensure that the Authorized Representative already nominated is substituted or another Authorized Representative is freshly nominated in the records of BIS well before the incumbent Authorized Representative is relieved of his obligations/ liabilities under this Agreement. It is understood and agreed between the parties that this clause is an essence of this Agreement and any violation of this clause shall authorize BIS to terminate/ determine this Agreement forthwith, whether formally determined or terminated or not, and take steps for cancellation of his Registration. It is agreed that such determination will be without prejudice to the other rights of BIS available to it under the BIS Act and Rules and Regulations framed thereunder or under this Agreement.

3.6 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 Authorized Representative during the continuation of this Agreement, the manufacturer shall be entitled to nominate a new Authorized Representative within twenty one days of the date of death of such Authorized Representative failing which provisions of clause 3.5 shall apply mutatismutandis.

3.7 It is agreed that in the event the Authorized Representative nominated by manufacturer severs his/her relationship/ connection with the manufacturer and no new Authorized Representative is appointed in his place in terms of clause 3.5 hereinabove by manufacturer before earlier Authorized Representative being discharged/ relieved well within the time, then notwithstanding determination/ termination of this Agreement, the earlier Authorized Representative shall remain liable and responsible for all the acts / omissions or violations of the terms and conditions of this Agreement or provisions of BIS Act, Rules and Regulations framed thereunder, committed till the time of his resignation / discharge.

3.8 The word “manufacturer” and “registered user” mentioned in the agreement shall mean and include “Authorized Representative” unless it is repugnant to the context.

#### **4. ACCEPTANCE OF TERMS AND CONDITIONS**

4.1 The registered user and his/her Authorized Agent agree to abide by all the terms and conditions of grant of registered user as per the BIS Act, 1986, Rules and Regulations made thereunder.

#### **5. RIGHTS AND RESPONSIBILITIES OF THE REGISTERED USER**

5.1 The BIS Registration 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 registered user shall be as conveyed to him / her by BIS from time to time, and the registered user shall abide by the same.

## **6. PERIOD OF VALIDITY OF BIS REGISTRATION / RENEWAL THEREOF**

6.1 BIS Registration 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 registration is submitted by the registered user to BIS (during the period of validity of the registration, 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 registered user shall not make any claim regarding holding of such registration, and nor shall be entitled to mark the article upon expiry of the registration, till such time that the registration is renewed by BIS in writing for any further period.

## **7. CANCELLATION OF REGISTRATION**

7.1 The Registration may be cancelled by BIS in any one of the following circumstances:

7.1.1 The Registration has been used by the registered user for purposes other than for which it has been granted;

7.1.2 The registered user has suppressed material facts and / or information at the time of grant of registration or subsequent thereto;

7.1.3 The articles marked with the the words “Self Declaration – Conforming to IS.....” under BIS Registration do not conform to the related Indian Standard or Standards;

7.1.4 The registered user had used the words “Self Declaration – Conformng to IS.....” in respect of a product, which does not come up to the related Indian Standard or Standards;

7.1.5 The registered user does any act inconsistent with the provisions laid down in the BIS Act, 1986, and Rules and Regulations framed thereunder; and

7.1.6 The registered user violates or commits breach of any terms and/or condition of the BIS Registration, whether by way of an act of commission or omission.

## **8. SUSPENSION OF REGISTRATION / STOP MARKING THE WORDS “SELF DECLARATION – CONFORMING TO IS.....” ON PRODUCT**

8.1 A registration may be suspended by BIS on request from the registered user, if the operation(s) in his premises can no longer be carried due to:

8.1.1 Natural calamities such as flood, fire, earthquake, etc.

8.1.2 A lock-out declared by the registered user / management.

8.1.3 Closure of operations directed by a competent court or statutory authority.

8.2 If, at any time, BIS has sufficient evidence that the product carrying the words “Self Declaration – Conforming to IS .....” may not be conforming to the Indian Standard, the registered user shall be directed to stop using the words “Self Declaration – Conforming to IS.....” on such product. Such evidence is not limited to, but may include one or more of the following situations:

8.2.1 Relocation of plant and machinery.

8.2.2 Prolonged closure of factory.

8.2.3 Stating “Self Declaration – Conforming to IS.....” on non-conforming products.

8.2.8 Stating “Self Declaration – Conforming to IS .....” on products other than those included in the Registration.

9. The Registered user shall permit access to a team appointed by Central Government or Bureau of Indian Standards.

10. The Registered user shall report any product related complaint to Bureau of Indian Standards and cooperate with and assist Bureau of Indian Standards for resolution of such complaint.

11. The Registered user shall undertake to inform Bureau of Indian Standard In advance as and when we propose to use any other Brand Names/Trademark (s) in conjunction with the operation of the Registration Scheme.

12. The information on brand name as given in Form VII of the application has been given only as information to Bureau of Indian Standards, that Bureau of Indian Standard has no role in permitting/approving of any Brand Name of Trade Mark, that this is not in any way be interpreted to mean that Bureau of Indian Standards has permitted/approved the use of the Brand Names and Trade Marks listed above, and that the responsibility is entirely of the registered user.

### **13. TERMINATION OF AGREEMENT**

13.1 The registered user violates or commits breach of any term or condition of this Agreement, whether by way of an act of commission or omission.

13.2 The registered user can also terminate the Agreement by giving 30 days notice in writing addressed to Head, Central Marks Department-3, BIS, 9 Bahadur Shah Zafar Marg, New Delhi-110 002, by registered AD post or by a notice delivered by hand.

13.3 On determination / termination of the Agreement, the manufacturer shall forthwith cease to use the words “Self Declaration – Conforming to IS.....” on all the products manufactured / marketed by manufacturer and shall immediately furnish a statement to BIS indicating the details of the product so manufactured / marked prior to termination of Agreement or BIS Registration and shall comply with all directions that may be conveyed by BIS to it. Manufacturer shall also clear all liabilities, financial or otherwise, towards

BIS and shall return the original Registration Document along with all endorsement to BIS.

#### **14. AGREEMENT PERIOD**

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

#### **15. JURISDICTION**

15.1 If any dispute arises between the parties to the agreement including touching, interpretation/ meaning of any of clauses the Agreement or respective rights / obligations / liabilities of the parties to this Agreement, courts at Delhi alone shall have the jurisdiction to entertain, try and resolve such claims / rights / disputes.

15.2 For the purposes of this Agreement, the address of the manufacturer shall be its / his / her address given in India hereinabove, while that of BIS shall be as mentioned hereinabove. All notices / letters addressed to and or delivered at the said address shall be deemed to have been issued / delivered to the respective parties.

#### **IN WITNESS WHERE OF THE PARTIES HERETO AFFIX THEIR SIGNATURES:**

In the presence of:

**BIS Manufacturer**

**Witnesses:**

- 1.
- 2.