

DEED OF AGREEMENT

(to be furnished on Non-Judicial Stamp Paper worth Rs. 100/-)

THIS DEED OF AGREEMENT made this -----day of
.....2008 BETWEEN BUREAU OF INDIAN STANDARDS (BIS), a statutory
body having its Head Office situated at Manak Bhavan, 9, B.S.Z. Marg, New Delhi- 110002
And its..... Regional Office situated at -----
----- hereinafter
referred to as the FIRST PARTY (which terms or expression shall unless excluded by or
repugnant to the context be deemed to include their successor-in-office, representatives,
agents, attorneys or assignees) of the FIRST PARTY

AND

---- having its office at
.....
hereinafter referred to as the SECOND PARTY (which terms or expression shall unless
excluded by or repugnant to the context be deemed to include their successor-in-office,
representatives, agents, attorneys or assignees) of the OTHER PART.

WHEREAS the First Party invited Expression of Interest from Organizations
possessing the technical expertise and infrastructure to carry out Factory
Assessment/Surveillance Audit/Inspection to the Licensee and applicant of the FIRST
PARTY under its Product Certification Scheme as empowered under BIS Act 1986 and at the
charges to be settled by the FIRST PARTY.

AND WHEREAS the Second Party in response to the above invitation has expressed their interest having infrastructure, reputation, possessing proven expertise in certification related activities.

AND WHEREAS the First Party considering the facts submitted by the Second Party has agreed to engage the Second Party to undertake certification/inspection related jobs to be allotted by the First Party.

AND WHEREAS the Parties hereto have mutually agreed to put the terms & conditions in writing to avoid disputes, misunderstanding, litigations amongst themselves in future.

NOW THIS DEED OF AGREEMENT WITNESSED and it is hereby agreed by and between the Parties as follows:

1. Second Party shall conduct the the Audits/ Inspections allotted to it by the Second Party.

The Second Party shall arrange the Audits/inspections done by its regular employees with prescribed qualification and experience and not engage any sub-contractor to perform the assigned work by first party.

2. Audits /Inspections of licensees and applicants under Product Certification Scheme of the Bureau of Indian Standards will be allotted by the controlling Branch Office of BIS. The work shall be allotted to the Agent only for area and discipline for which they have been appointed by BIS. For such inspections/audits, Agent shall be paid @ Rs.3000/- per day for visits within 200 km and @ Rs.4000/- per day for visits beyond 200 km from the location of the Branch Office of the First Party subject to other conditions laid out in this Agreement. The second party shall also be paid @ Rs. 3000/- in a month for one day visit to the Branch Office of BIS allocating the inspection duty for studying the files and collection of relevant data of the units allotted for inspection.

3. The Second Party and its auditors shall maintain full confidentiality in respect of any information including production technology; market strategy etc. gained during inspections and the same shall under no circumstances be divulged to any other person or organization. The individual auditor shall also sign a confidentiality statement (one time) before taking up the responsibility of carrying out inspections on behalf of BIS and submit the same to the controlling Branch Office of BIS through Second Party.
4. The First Party shall have full rights to supervise, witness and monitor the audits, assess the reports and to reject any report as assessed by the Second party and the Second Party shall not claim any payment for such audit.
5. In case it is established at any point of time that an Auditor engaged by the Second Party has indulged in any practice which is not ethical, the First Party may request the Second Party to discontinue the services of such Auditor for First Party. In case of repeated reports of similar nature, First Party may terminate the agreement with the Second Party after giving a fifteen days notice.
6. Payment will be released on production of the monthly bills to be submitted by the Second Party to respective Branch Office of the First Party along with the details of the inspections done during the month and subject to compliance to all other conditions.
7. Agreement may be terminated from either side by giving one month notice in advance in normal case.
8. In case of any dispute between auditor/agent and the licensee, BIS shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at the BIS Regional Head Quarters where the empanelled agency has been operating.
9. The Second Party also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.

10. This agreement shall be valid for one year from the date of signing and may be renewed based on the requirement of BIS, performance of the Agent and as per agreed terms and conditions.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal this the Day, Month and Year first above written.

SIGNED, SEALED AND DELIVERED at _____.

Director/ Authorized Representative

Name and Address of the Agency

Seal of the Agency

Witnesses:

1.

2.

BIS (...RO)

TERMS AND CONDITIONS FOR AGENTS APPOINTED FOR INSPECTIONS
(Annexure to Deed of Agreement)

General

1. On appointment as Agent, the Agency shall sign an Agreement with the concerned Regional Office of BIS. The agreement shall be valid for one year from the date of signing and may be renewed based on the requirement of BIS, performance of the Agent and as per agreed terms and conditions.
2. Agents shall inform the location of their office and provide bio-data (including photograph) of their technical personnel proposed to be deployed for each branch of BIS for inspections with qualification and experience details. The information shall be scrutinized for compliance to the guidelines.
3. Whenever there is any change in the Technical Personnel of the employed organization, it shall be immediately notified to the concerned RO of BIS.
4. Agents will not conduct inspections where he/she or his/her employer had imparted consultancy (including Consultancy/Audits for Management Systems). The list of their clients and monthly updation shall be provided to BIS.
5. Agents shall inform the address and location of their office and also furnish a list of technical personnel (with photograph) employed in such office with their names, qualification and experience, who will be empanelled for conducting the Audits/ Inspections as auditors.
6. Agents shall not depute same Auditors successively in a row to the same licensee.
7. A well defined system for operation of BIS Contract shall be maintained. The Agent shall facilitate any audit that the BIS may warrant as an element of its Certification Scheme and particularly where it is a requirement for accreditation of BIS Product Certification Scheme.
8. In case the inspection is not completed to the full satisfaction of BIS as per the brief provided, the left out work shall be again carried out without any inspection charges by BIS.
9. Interpretation of any clause or phrase of Indian Standards, schedule of testing and inspecting any other relevant documents, shall always be with BIS and their interpretation in this regard shall be final and binding upon the auditor/agent. In case of any dispute between the Agent and/or Auditor engaged by the agent and the Licensee, BIS shall have the right to decide over the matter and the decision of BIS in this regard shall be final and binding on both of them.
10. All the documents provided and information gathered during inspections shall be kept confidential. No copies shall be retained and all such documents shall be returned to BIS after inspection along with copy of Inspection Report. Reprints/ Photocopy of Indian or other International Standards is not permitted.
11. The auditor shall carryout assignment in an ethical manner; will not compromise with the objectives of the BIS Product Certification Scheme and conduct inspections generally in line with the provisions/principles of ISO 19011. Inspections will not be conducted as a fault finding activity and will be focused on compliance to Standards and Scheme of Testing and Inspection to ensure product conformity to Indian Standards.
12. The Agent shall also procure Market Samples from the area of audit if requested by BIS. The charges for the market samples shall be borne by BIS.

Minimum Qualification of Auditors

13. The minimum qualification of the auditors to be deployed for the audits shall be at least Degree in Engineering in relevant discipline/Post Graduation in Science and adequate experience.

Identification of Auditors

14. The Agent will be given a letter of appointment as BIS Agent who will in turn provide a copy to their auditors. The Agent shall also provide authorization letter to their auditors along with their Identity Card. Auditors shall show the authorization letter and the Identity Card to the applicant/licensee units before conducting the assignment. Copy of the Identity Card for each of the auditor may also be provided to BIS for records.
15. The Agent shall themselves prepare their own Punch and seals for sealing the samples. The impression of the seals shall contain BIS logo. In addition following information shall also be included at the bottom of logo:-
 - a) Agent's auditor's specific allotted number to be assigned by the Agent.
 - b) Name of the Agent in abbreviated form followed by the letter in bracket designating the Region where the Agent is empanelled e.g. RITES (N) etc.
16. The agents shall indicate the impression of the seal in the test request itself so that it can be verified by the concerned laboratory

Inspection Related

- 17 Each Auditor shall accompany BIS officer for at least 3 surveillance inspections of different products before taking up independent inspections.
- 18 Agent shall collect all relevant information for the audits for which BIS shall provide all necessary assistance. At the same time, it shall be Agent's responsibility to collect all relevant information/documents required for conduct of fruitful audit. The auditor shall collect information of at least 3 licensees in the area of visit from the allocated work so that in case of no production/ 'factory closed' visits, other inspections could be carried out.
- 19 The work shall be allotted to the Agent only for the area and discipline for which they have been appointed by BIS.
- 20 Normally, schedule of the inspections will be given in advance. However, in emergent circumstances, short notice may be given.
- 21 Reports of inspections shall reach BIS within 5 days (excluding closed days) of the audit. BIS shall have the right to deduct half of the audit charges in case of submission of IR beyond the specified time limit.
- 22 The relevant documents such as relevant Standards, inspection proformae etc. will be provided by BO to the Agent. The auditor will carry out audit against a) Indian Standard for which license has been granted, b) cross-referred Indian or other International Standards, c) the Scheme of Testing and Inspection, which had been agreed between the BIS and the licensee and d) relevant provisions of the BIS Operating Manual of Product Certification which include the audits of processes; conformity of the finished product; product's marking detail records; laboratory's testing facilities and product's quality as tested in the factory during the audit. Samples will also be drawn as per guidelines for subsequent testing in BIS or BIS approved laboratories, as decided by the BIS.

- 23 Samples collected by the auditor shall be packed, sealed and coded properly as per BIS guidelines before the same are dispatched for testing in BIS Laboratories or as directed by BIS. If the sample is convenient to handle, it may be handed over to concerned BO along with test request giving declared parameters, type/grade etc. properly written for dispatch to concerned laboratories. The samples which cannot be carried or are bulky shall be left with the licensee for delivery to the concerned lab through courier.
- 24 The auditor of the agent shall maintain surprise element for the surveillance audits and no advance intimation shall be given to the licensees.
- 25 The agency shall make available its officer for any clarification/discussions on the Inspection Report in person at the BO. Relevant information shall be fed into the Certification Marks Management System (CMMS) of BIS by the auditor of the Agent.
- 26 The Auditor shall contact and inform the concerned BO immediately by fax or otherwise, by next day in case of inspection being assessed as unsatisfactory and/or under abnormal circumstances.
- 27 The auditor of the agent shall submit a log sheet indicating the time spent in the factory along with the inspection report.

Fees and Payment

28. Audits /Inspections of licensees and applicants under Product Certification Scheme of the Bureau of Indian Standards will be allotted by the controlling Branch Office of BIS. For such inspections/audits, Agent shall be paid @ Rs.3000/- per day for visits within 200 km and @ Rs.4000/- per day for visits beyond 200 km from the location of the Branch Office of the First Party subject to other conditions laid out in this Agreement. Decision of BIS on location distance shall be final and binding. No disputes will be entertained on this account. In addition, the agent shall also be paid @ Rs. 3000/- in a month for one day visit to the Branch Office of BIS allocating the inspection duty for studying the files and collection of relevant data of the units allotted for inspection
29. BIS or the licensee shall not pay for any expenses relating to the visit (like travel and accommodation etc.) other than the agreed inspection charges. No favour in cash or kind shall be accepted (travel, accommodation, gifts etc.)
30. Payment will be released by the concerned Branch Office on production of monthly bills by the organization (along with all taxes, as applicable). BO may also ensure timely submission of all related inspection reports by the auditors before release of payment. It is expected that Heads of the Branches who sanction the payment will ensure that every day has been fully utilized by the officer by examining the inspection reports. If on a particular day, less than 4 hrs work is done by the Auditors and more work in the nearby area was available and could have been done, no payment be made for such a day.

Note: These terms and conditions are part of the Agreement as indicated vide clause No. 9 of Deed of Agreement between BIS and the Agent and any non-compliance shall be deemed as breach of the Agreement.
