



AIRMAIL/SPEED POST

Our Ref: FMCD/L- 4100145873

Dt. 21-07-2023

Subject: Grant of BIS Certification Marks Licence No. CM/L-4100145873 as per IS 5149 : 2020

**M/s Nan Ya Plastics Corporation
42 Formosa Industrial Park,
Yunlin, Mailiao Township,
Taiwan.**

Dear Sir,

1. With reference to your application (**A-4102386**), we are pleased to inform you that the Certification Marks Licence has been granted to you to use the Standard Mark in respect of the followings:

Name of Product	Maleic Anhydride, Technical
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IS : 5149 : 2020 (with amendment no. 3)

The licence is granted on the explicit condition that you will mark entire production which conforms to the Indian Standards.

2. The number assigned to this licence is **CM/L-4100145873** which has been made operative from **13-07-2023** and is valid upto **12-07-2024**. The licence number should invariably be referred to in your future correspondence.

According to Sub-Paragraph (1) & (3) of Paragraph 5 of Scheme-I of Schedule-II under Bureau of Indian Standards (Conformity Assessment) Regulations, 2018, the **annual licence fee of Rs 1000.00** (for 1 yr) and the **marking fee of Rs. 57,000.00** for use of Standard Mark as per Annexure-I of Scheme-I of BIS (Conformity Assessment) Regulations, 2018 is payable by you **with effect from 13-07-2023** for the period of validity of licence in advance.

3. Minimum Marking fee stipulated in Annexure-I of Scheme-I of BIS (Conformity Assessment) Regulations, 2018 is payable by you regardless of the fact whether you actually mark your product or not with the Standard Mark. **Our Receipt No. HQNDNT2023000676 dated 13 July 2023 for Rs. 59,247.00** for the licence fee and the minimum marking fee for the first operative period is enclosed.

4. This advance minimum marking fee will be carried over to the next year on every renewal. The actual marking fee calculated on the unit rate on the production marked or the minimum marking fee, whichever is higher, shall be payable by you at the time of renewal.

मानक भवन, 9, बहादुरशाह ज़फ़र मार्ग, नई दिल्ली 110002
दूरभाष : 23230131, 23233375, 23239402
ई-मेल : info@bis.gov.in वेबसाइट : www.bis.gov.in

Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002
Tel : 23230131, 23233375, 23239402
e-mail : info@bis.gov.in Website : www.bis.gov.in

5. With a view to streamlining the reporting of quantity marked, calculation and collections of marking fee on the unit rate basis, fees will be calculated on the production marked during the first nine months of operation of the licence at the time of first renewal and the production marked during twelve months comprising the last three months of the previous operative year and the first nine months of the current operative year, at the time of the second and subsequent renewals. In case the licence expiry date shall be taken into account for calculating the marking fee payable.

6. The Scheme of Inspection and Testing as specified by BIS will have to be implemented by your organization strictly and completely. The supervision of the operation of the scheme 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 and when these takes place.

7. We are enclosing a sheet giving the preferred dimensions of the Standard Mark to enable you to prepare the designs of the Standard Mark for marking the above product. Photographic reduction in any size is permissible. This will ensure the relative proportions of the different dimensions maintained. Preferred dimensions may be used as far as possible.

8. On commencement of marking of your product for which you are licensed, you may advertise your product with Standard Mark in various media only during the validity of your licence. The use of Standard Mark on letterheads and publicity literature will be permitted only on receipt of your assurance that in the event of cancellation or lapsing of your licence, the Standard Mark on your letterheads, publicity literatures etc, will be destroyed/obliterated.

9. The Licence is granted for your manufacturing premises situated at: **42 Formosa Industrial Park, Yunlin, Mailiao Township, Taiwan** and the rights and privileges under the licence shall not be exercised by any other firm/company/factory, etc. This licence is not transferable. In the event of shifting of the manufacturing and testing equipment from the licensed premises to some other place, use of Standard Mark 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 enclosed in the licence.

10. You are requested to furnish the Agreement for grant of licence, duly executed on a **non-judicial stamp papers of Rs.100.00**, incorporating the terms and conditions of the BIS certification marks licence granted to you, as per the format enclosed with 15 days of issue of the letter.

11. You are required to furnish a **Bank Guarantee for USD 10,000 (US Dollars ten Thousand only)** issued by any Bank to the satisfaction of BIS by way of performance security Bond for due compliance of the provisions of the BIS Act, 2016, the Rules and Regulations framed thereunder, and the terms and conditions of this agreement, as per format enclosed herewith within 45 days of issue of this letter.

12. You are also required to submit an **Indemnity Bond** to declare BIS harmless and indemnified in respect of any third-party claims with regard to conformity of your products to the correspondence Indian Standards under the afore-mentioned BIS licence granted to you, as per format enclosed herewith within 15 days of issue of this letter.

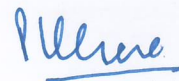
13. Kindly acknowledge receipt of this letter.

Notes: (1) Performance Bank Guarantee (PBG) (para 11 above) shall be issued by any Bank having RBI approved branch in INDIA. Original PBG shall be endorsed & routed / forwarded through the Indian branch.

(2) Kindly note that if the time norms indicated in para 10, 11, and 12 above are not complied with, BIS may be constrained to take actions as per norms including stoppage of marking for the licence.

Thanking you.

Yours faithfully,



**(Praveen Khanna)
Sc-F& Head (FMCD)**

Encl: Conditions of licence

**Copy to : Mr. Gopal Chand
678 A Baba Farid Puri,
West Patel Nagar,
New Delhi-110088**

Annexure-II
(Refer sub-paragraph (1) of paragraph 6 of Scheme - I)

STANDARD MARK

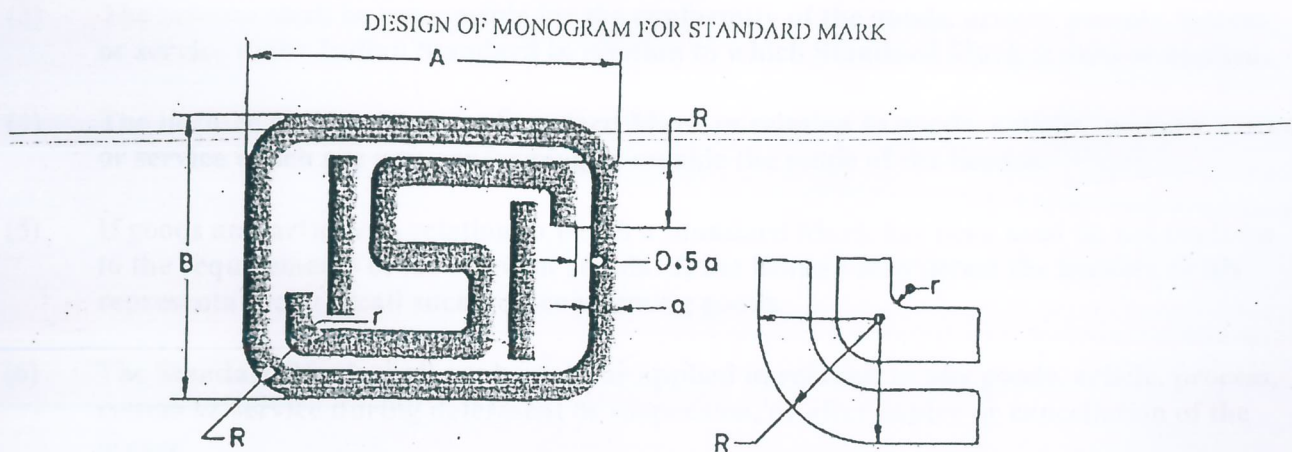


Figure 1 MONOGRAM FOR STANDARD MARK

The monogram of the Standard Mark consists of the pictorial representation, drawn in the exact style as indicated in Figure 1 and in relative proportions as given in Table 1.

Table 1 Preferred Dimensions of Monogram
All dimensions in millimeters

A	B	a	R	r	SIZE OF LETTERS
2.5	1.9	0.2	0.4	-	1.0 mm
5	3.8	0.4	0.8	0.1	1.0 mm
10	7.5	0.7	1.7	0.2	2.0 mm
20	15	1.5	3.3	0.5	3.0 mm
40	30	2.9	6.7	1.0	4.0 mm
80	60	5.9	13.4	1.9	6.0 mm
160	120	11.7	26.7	3.8	10.0 mm
320	240	23.4	53.4	7.6	16.0 mm

(Licence No. CM/L-4100145873)

Conditions of the licence

- (1) The design of Standard Mark shall be identical to the facsimile given in the licence.
- (2) The photographic enlargement or reduction of the Standards Mark may also be used, unless otherwise specified by the Bureau.
- (3) The licensee shall be responsible for the conformity of the goods, article, process, system or service to the Indian Standard in relation to which Standard Mark is used or applied.
- (4) The licensee shall not use the Standard Mark in relation to goods, articles, process, system or service which are non-conforming or outside the scope of the licence.
- (5) If goods and articles in relation to which a Standard Mark has been used do not conform to the requirements of the relevant standard, the Bureau may direct the licensee or his representative to recall such non-conforming goods.
- (6) The Standard Mark shall not be used or applied in relation to any goods, article, process, system or service during deferment or suspension, or after expiry or cancellation of the licence.
- (7) The licensee shall comply with the provisions of the conformity assessment scheme under which licence is granted, including labeling and marking requirements.
- (8) The licensee shall maintain records as specified by the Bureau from time to time.
- (9) The licensee shall provide the Bureau all assistance in connection with carrying out inspection or audit at its premises.
- (10) The licensee shall provide information relating to production and use or applying of Standard Mark as and when it is required by the Bureau.
- (11) If the licence is granted to use or apply Standard Mark on goods or articles, the licensee shall provide the list of consignees, distributors, dealers or retailers to whom goods or articles with Standard Mark is supplied.
- (12) The licence shall not be transferred to any person without approval of the Bureau.
- (13) If a complaint regarding quality of any goods, article, process, system or service bearing Standard Mark is established, the Bureau may direct the licensee or his representative to repair or replace or reprocess the standard marked goods and articles.
- (14) The Bureau shall have the right to amend any of the conditions of licence by giving a notice of not less than one month to the licensee