

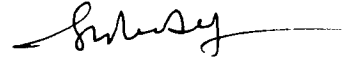
**Directorate General of Supplies & Disposals  
(QA Wing – Registration Section)**

**Subject: Uploading the Proformas for OSD/OEM Authorization Form, Indemnity Bond and Integrity Pact on the website of DGS&D.**

With reference to the above, C&T Directorate is requested to kindly upload the following registration forms and annexures on the website of DGS&D:

- (i) OSD Authorization Form for Registry of Software Items (Copy Enclosed).
- (ii) Indemnity Bond to be submitted by the firm for Registry of Software Items (Copy enclosed).
- (iii) OEM Authorization Form for registration of imported items (Copy enclosed).
- (iv) Integrity Pact (Annexure-C) to be submitted by the firms (Copy enclosed).

3. The above proformas are to be added on the website of DGS&D at: Registration of Firms > Forms & Guidelines for Registration > Guidelines for Registration of Firms > After Sl.No.8.

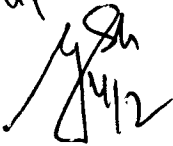


**(S.K. Pandey)  
Director(QA/Regn.)**

Shri Gaurav Sharma, Director (C&T), DGS&D, New Delhi  
DGS&D I.D.Note No.QA/Regn./2005/002-Vol.IV Dated 29.01.2014

Copy for information to:

- (i) Sr. Tech. Director (NIC), DGS&D – with the request to kindly do the needful at the earliest.
- (ii) Shri S.N. Srivastava, DDG(S)
- (iii) Shri R. Karuppiyah, DDG(QA) Hqrs.(I)
- (iii) PPS to DG(S&D)

*P.S. upload*  


AD

ORIGINAL SOFTWARE DEVELOPER (OSD) AUTHORISATION FORM (on OSD's letter head)  
[ To be given when OEM/OSD is participating through their Channel Partner and not directly for DGS&D  
Rate Contracts and Registration]

To

The Government of India,  
Directorate General of Supplies & Disposals,  
D.G.S.&D., 5- Sansad Marg, Jeevantara Building,  
New Delhi – 110001.

Subject: OSD Authorization of Channel Partner of our products for empanelment under Rate Contract with DGS&D and supplies to Government users in India.

Dear Sirs,

We are the Original Equipment Software Developer (OSD) and authorize our under-mentioned Channel Partner firm to submit/negotiate the tenders, process the same further and enter into Rate Contracts and also obtain necessary certificates concerning Registry with DGS&D for supplies of our manufactured products to Government users in India.

2. We further confirm/certify/undertake the following:

- a) We are not selling our product directly to any Government Organization (Central Govt./State Govt./Public Sector Undertaking or any other Govt. Entity) with direct billing and invoicing in India.
- b) The said channel Partner shall quote/offer/supply our Software Products at most competitive Prices and commercial terms which are settled from time to time based on requirements and market conditions.
- c) No other Supplier/Firm/Company or individual is authorized by us for the said purpose (DGS&D Rate Contracts).
- d) Our Original Software Developer standard Guarantee/Warranty shall be applicable for our products, which shall be supplied by the said Channel Partner under DGS&D Rate Contract.
- e) The software upgrades/patches (if applicable) for our products shall be made available for entire life cycle time of products or at least 7 years, whichever is later.
- f) Our said Channel Partner would sign and execute all required documents including Integrity Pact for the said purpose with DGS&D and continue to perform up to validity period mentioned hereunder and also extendable thereafter.
- g) We also agree to submit all the required certificates including quality certifications for our OSD products and audited financial documents as and when required by DGS&D.
- h) In the event of failure on the part of said Channel Partner, the pending liabilities under the Rate Contracts shall be complied by us through our changed DGS&D registered Channel Partner.
- i) In the event of any change in the aforesaid matter, the same shall be immediately informed to DGS&D.
- j) We shall be responsible for all legal/litigation matters arising out of the supplies of software made by our authorized agent/channel partners and we shall bear the responsibility and liability arising out of the supply of software by our authorized agent/channel partner.

3. Ours and Channel Partner details are briefly stated as under:
- a) -----  
[name and complete address of main/head office of OSD, including name of concerned contact official, phone no and e-mail]
  - b) -----  
[name and address(es) of all the manufacturing/production facilities of OSD across the globe evidencing country of origin of concerned products ]
  - c) -----  
[list of broad category of concerned products including specific version of OSD for DGS&D Rate Contract]
  - d) -----  
[name and complete address of the said Channel Partner firm including name of concerned official, phone no and e-mail]
  - e) -----  
[Present validity period of this authorization/agreement, extendable thereafter]
4. This authorization/agreement has been signed, executed and extended from time to time if any by us, duly signed by our authorized authority who is the competent authority in accordance with the Power of Attorney authorized by our Board of Directors (**evidence enclosed**).

**Enclosure: as above.**

**Date:**

**Place:**

**Yours faithfully,**

\_\_\_\_\_

[Signature with date, name and designation]

for and on behalf of M/s \_\_\_\_\_

[Name, address and stamp of the OSD on their letter head ]

**Copy to:**

M/s \_\_\_\_\_

\_\_\_\_\_

[Name and full address of Channel Partner]

**Note :** This letter of authorization should be on the letter head of the manufacturing firm(OSD) and should be signed by a person competent and having the power of attorney to legally bind the manufacturer (OSD). Document evidencing the same to be attached.

**INDEMNITY BOND**

(To be furnished on Stamp paper of Rs.100/- by the firm seeking Registry of Software Items with DGS&D, duly notarized by Notary Public)

We hereby certify that all the information and documents submitted by us for application of registry of ..... (Name of the item) are true and genuine and in case anything is found to be incorrect or false at any stage, we hereby indemnify DGS&D, Deptt. of Commerce (Supply Division), Ministry of Commerce & Industry, Govt. of India against any kind of financial/legal/litigation losses and damages in that event.

.....  
.....  
.....

[Signature with date, name and designation]  
for and on behalf of M/s \_\_\_\_\_  
[Name, address and stamp of the Firm on their letter head]

Copy to:

Witness:

1.....  
Signature with Name, Designation & Address.

2.....  
Signature with Name, Designation & Address

OEM'S AUTHORISATION FORM (on OEM's letter head)

[To be given when OEM is participating through their Channel Partner and not directly for DGS&D Rate Contracts and Registration]

To

The Government of India,  
Directorate General of Supplies & Disposals,  
D.G.S.&D., 5- Sansad Marg, Jeevantara Building,  
New Delhi – 110001.

Subject: OEM Authorization of Channel Partner of our products for empanelment under Rate Contract with DGS&D and supplies to Government users in India.

Dear Sirs,

We are the reputed Original Equipment Manufacturer (OEM) and authorize our under-mentioned **Indian Channel Partner** firm to submit/negotiate the tenders, process the same further and enter into Rate Contracts and also obtain necessary certificates concerning Registration with DGS&D for supplies of our manufactured products to Government users in India.

2. We further confirm/certify/undertake the following:

- a) We are not selling our products directly to any customer in India with direct billing and invoicing.
- b) The said channel Partner shall quote/offer/supply our OEM Products at most competitive Prices and commercial terms which are settled from time to time based on requirements and market conditions.
- c) No other Supplier/Firm/Company or individual is authorized by us for the said purpose (DGS&D Rate Contracts).
- d) Our OEM standard Guarantee/Warranty shall be applicable for our products, which shall be supplied by the said Channel Partner under DGS&D Rate Contract.
- e) The products supplied against DGS&D Rate Contract will be brand new, in our current production and suitably tropicalized to suit Indian conditions. The versions going out of productions and/or upgraded shall also be immediately informed to DGS&D.
- f) The Spares & Accessories [including software upgrades/patches (if applicable)] for our products shall be made available for entire life cycle time of products or at least 7 years, whichever is later.
- g) Our said Channel Partner would sign and execute all required documents including Integrity Pact for the said purpose with DGS&D and continue to perform up to validity period mentioned hereunder and also extendable thereafter.
- h) We also agree to submit all the required certificates including quality certifications for our OEM products and audited financial documents as and when required by DGS&D.
- i) In the event of failure on the part of said Channel Partner, the pending liabilities under the Rate Contracts shall be complied by us through our changed DGS&D registered Channel Partner.
- j) In the event of any change in the aforesaid matter, the same shall be immediately informed to DGS&D.

3. Ours and Channel Partner details are briefly stated as under:
- a) -----  
*[name and complete address of main/head office of OEM, including name of concerned contact official, phone no and e-mail]*
  - b) -----  
*[name and address(es) of all the manufacturing/production facilities of OEM across the globe evidencing country of origin of concerned products ]*
  - c) .....  
 [list of broad category of concerned products including specific models of OEM for DGS&D Rate Contract]
  - d) -----  
*[name and complete address of the said Channel Partner firm including name of concerned official, phone no and e-mail]*
  - e) -----  
*[Present validity period of this authorization/agreement, extendable thereafter]*
4. This authorization/agreement has been signed, executed and extended from time to time if any by us, duly signed by our authorized authority who is the competent authority in accordance with the Power of Attorney authorized by our Board of Directors (**evidence enclosed**).

**Enclosure: as above.**

**Date:**

**Place:**

**Yours faithfully,**

\_\_\_\_\_  
 \_\_\_\_\_  
*[Signature with date, name and designation]*  
**for and on behalf of M/s** \_\_\_\_\_  
*[Name, address and stamp of the OEM on their letter head ]*

**Copy to:**

**M/s** -----  
 -----  
 -----

*[Name and full address of Channel Partner]*

**Note :** *This letter of authorization should be on the letter head of the manufacturing firm(OEM) and should be signed by a person competent and having the power of attorney to legally bind the manufacturer (OEM). Document evidencing the same to be attached.*

### Integrity Pact

*(To be given on letter head of the Supplier/OEM as the case may be duly signed by the authority having legal power of attorney to bind the firm)*

This Integrity Pact (hereinafter called the IP) is a fidelity agreement between the Supplier (which include all their employees, agents, consultants and also their OEM, if any), who are registered/seeks registration or awarded/seeks Contracts/ Rate Contract(s) (RCs) or Green Channel on one hand and Directorate General of Supplies & Disposals (hereinafter called the DGS&D which include all its employees/officials/officers working as Public Authority) on the other.

2. Under this IP, It has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means & behaviour maintaining complete transparency and fairness in all activities concerning Registration, Green Channel, Bidding, Contracting/ Rate Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indentors, Purchase & inspection officials of DGS&D shall demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favour of any kind whatsoever and shall not use any corrupt practises including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, collusion, which are not limited to, but also include the following:

a) **Collusive bidding:** Collusive bidding can take form of an agreement among firms to divide the market, set prices, or limit production. It can involve “ wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties”. In legal terms, all acts affected by collusion are considered void.

b) **Bid rotation:** In bid-rotation scheme, conspiring firms continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.

c) **Cover bidding:** Cover (also called complementary, courtesy, token, or symbolic) bidding occurs when individuals or firms agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.

d) **Bid suppression:** Bid-suppression schemes involve agreements among competitors in which one or more companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner’s bid will be accepted.

e) **Market allocation:** Competitors carve up the market and agree not to compete for certain customers or in certain geographic areas. Competing firms may, for example, allocate specific customers or types of customers to different firms, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform DGS&D if any such activity is on. The party further agrees that he will not give bribe, speed money & gifts to any public official of DGS&D and will not commit any offence in contravention of relevant IPC/PC Act or any Indian law in force.

4. The party hereby agrees that while canvassing order, they will not provide any inducement to the indenter, whether directly or indirectly including cash & non cash, both pre, during & post procurement action and inform the DGS&D if any such event is unfolding for which DGS&D, on assessment of the issue, will refer the matter to the CBI, CVC and the concerned administrative authority.

5. In case of failure or default in terms of this IP, the Public Authority will be subjected to actions prescribed under CCS/CCA conduct Rules including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- a) Cancellation of Contract/Rate Contracts (RCs)
- b) Cancellation of Registration
- c) Cancellation of Green Channel
- d) Forfeiture of all securities and performance Bank Guarantees
- e) Refusal to grant Registration/Green Channel and Contracts/RCs for further period of 3 years.
- f) Suspension and/or banning the business dealings for period upto 3 years.
- g) Any other administrative or penal actions as deemed fit.
- h) Action under IPC/PC Act and other relevant laws of the country.

6. It has been further agreed that the actions as aforesaid except that at 5(h) above will not require any criminal conviction from any court of law or arbitration but will be based on 'No-contest' basis, upon satisfaction of the Director General (Supplies & Disposals), 5- Sansad Marg, Jeevan Tara Building, New Delhi-110001, who will be the competent authority to finally decide the matter on strength of such materials/evidence of default/breach of the terms under this IP.

7. It has been also agreed prescribing that within 30 days of such orders passed by DG(S&D), the aggrieved party shall have the right to appeal to 'The Commerce Secretary', Department of Commerce, Udyog Bhawan, New Delhi and till the time a decision is taken on such appeal, the decision of DG(S&D) would be in-force unless otherwise specifically ordered by the Commerce Secretary.

8. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of DGS&D forming integral part of all the affairs & transactions with and in relation to DGS&D.

Place:  
Date:

Signature on behalf of Supplier firm .....  
Name and designation/capacity of signatory .....  
Full address of the Supplier Firm .....  
Seal & Stamp of the Supplier firm .....

To,  
The Director,  
(concerned Directorate - Registration/QA/Supplies/P&C)  
DGS&D, 5- Sansad Marg, Jeevan Tara Building, New Delhi or its Regional offices.