

REQUEST FOR PROPOSAL

for

SELECTION OF IMPLEMENTING AGENCY

FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE
SUPPORT OF ODISHA INTEGRATED STATISTICAL SYSTEM (OISS) PORTAL

FOR DIRECTORATE OF ECONOMICS & STATISTICS (DE&S),
FOR STRENGTHENING OF STATE STATISTICAL SYSTEM IN ODISHA,
UNDER ODISHA STATE CAPABILITY & RESILIENT GROWTH POLICY PROGRAM
(SUPPORTED BY THE WORLD BANK)

RFP REFERENCE NUMBER: OCAC-SEGP-SPD-0031-2024-26047



ODISHA COMPUTER APPLICATION CENTRE

[Technical Directorate of E & I.T. Department, Government of Odisha]

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VOLUME 3: Agreement

8th July 2026

Odisha Computer Application Center.
Technical Directorate of E & IT Department, Government of Odisha
Bhubaneswar-751001

Odisha Integrated Statistical System (OISS) Services Agreement

(Implementation of Odisha Integrated Statistical System (OISS) portal for the Directorate of Economics & Statistics (DE&S), for Strengthening of State Statistical System in Odisha under Odisha State Capability & Resilient Growth Policy Program supported by the World Bank.)

This agreement for provision of information technology services (hereinafter called as the “**Agreement**”) is made at Bhubaneswar on this _____ day of _____ 2026 by and among:

Odisha Computer Application Centre, the Designated Technical Directorate of the Electronics and Information Technology Department, Government of Odisha, with its office at OCAC Building, Acharya Vihar, Bhubaneswar, Dist: Khordha (hereinafter referred to as “**OCAC**” which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the first Part.

AND

XXX Private Limited, a company registered under the Companies Act, 1956, having its office at XXX, XXXXX, XXXX, Bhubaneswar, XXX, Odisha (hereinafter referred to as “**XXX**”, which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors and permitted assigns) of the second part.

The OCAC and XXX are collectively referred to as the “**Parties**” and individually as a “**Party**”.

Whereas:

- A. OCAC, the Nodal Information Technology (IT) Agency under the E&IT Department, Government of Odisha, has been entrusted with the job of Selection of an implementing agency for Design, Development, Implementation, and Maintenance Support and Solutions of the Odisha Integrated Statistical System (OISS) portal for the Directorate of Economics & Statistics (DE&S);
- B. OCAC had invited proposals vide Request for Proposal (RFP) No.: OCAC-SEGP-SPD-0031-2024-26047 dated 08-07-2026 for Selection of Implementing Agency for Design, Development, Implementation, and Maintenance Support and Solutions of Odisha Integrated Statistical System (OISS) portal for the Directorate of Economics & Statistics (DE&S), for Strengthening of State Statistical System in Odisha under Odisha State Capability & Resilient Growth Policy Program supported by the World Bank;
- C. **XXX** emerged successful in the bidding process and has been issued a Work Order vide No. **PO000XX** dated **XX.0x.2026** to perform the work defined in the scope of work of the aforesaid RFP- Volume II
- D. In the foregoing premises, OCAC has appointed **XXX** as the Implementing Agency (IA) to perform the work for Design, Development, Implementation, and Maintenance Support and Solutions of the Odisha Integrated Statistical System (OISS) portal for the Directorate of Economics & Statistics (DE&S), and **XXX** has agreed to act as the Implementing Agency on such terms and conditions.

Now, therefore, in consideration of the premises, and of the mutual promises and undertakings herein contained, the parties do hereby agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms, whenever used in this Agreement, have the following meanings:

- a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- b) “Bidder” means the entity bidding for the services under the Contract.
- c) “BoM” means Bill of material
- d) “BoQ” means Bill of Quantity
- e) “Contract” means the Agreement entered into by the Parties containing all the terms and conditions, scope of work, responsibilities of the Parties, together with all the attachments, appendices, annexures, and all documents referred herein.
- f) “Day” means a Govt. of Odisha working day.
- g) “Deliverables” means the services agreed to be delivered by the Implementing Agency in pursuance of the agreement as stipulated elaborately in the RFP document referred to earlier in this document.
- h) “Effective Date” means the date on which this Contract comes into force i.e., the date of issuance of the Purchase Order (referred to as PO).
- i) “Government” means the Government of Odisha
- j) “Intellectual Property Rights” means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permits, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other forms of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.
- k) “Man-Month” means one resource working for 1 month (Calendar working days as per the Govt. of Odisha).
- l) “Purchaser” means Odisha Computer Application Centre or OCAC
- m) “Implementing Agency” or IA means **M/s XXX XXXX XXX XX or XXX.**

Any terms used in this document but not defined under this clause shall have the same meaning as assigned to such term under the *Information Technology Act, 2000* (Central Act 21 of 2000 and amendments thereof).

2. Responsibilities of OCAC

- a) Provision and facilitation of the necessary infrastructure for the State Data Centre (SDC).
- b) Resolving the issues relating to hardware and system software installed at SDC if arises during the period of implementation of the project.
- c) Facilitation for SMS/e-mail gateway as per requirement.

- d) Coordinate with the XXX and DE&S for smooth and timely implementation of the OISS Portal and resolution of issues if they arise during the implementation period.
- e) To make all such arrangements as will be required from time to time, for the smooth and timely implementation of the project.
- f) Timely release of legitimate payment to XXX as per the terms of payment.

3. Obligations of the Implementing Agency

3.1. Scope of Work and Deliverables

The scope of work and deliverables shall be as per **Volume 2** attached hereto under this agreement. This will be in conformity with the Scope of Work and Deliverables specified in the Terms of Reference i.e., Volume 2 of the RFP document and shall include the submissions made by the bidder in their proposal and work plans with further refinement during the negotiations and accepted by the Parties. Deliverables and milestones shall be established with a process of formal acceptance or measurable criteria.

3.2. Data Protection, Privacy, and Cyber Security

The portal will handle statistical data across various state systems. The agreement lacks explicit modern security compliance:

- a) DPDP Act Compliance: Explicit compliance with the Digital Personal Data Protection (DPDP) Act must be mentioned regarding how user/government data is handled, stored, and processed.
- b) Security Certification: A mandate requiring the IA to obtain a CERT-In-empanelled auditor security clearance (Safe-to-Host certification) before the application goes live.
- c) Data Ownership: A clear, explicit statement that all data generated, processed, or hosted in the OISS portal is the sole property of the Government of Odisha/DE&S, and the IA has zero rights or liens over it.

4. Service Level & Penalty

As per the RFP Document.

5. Payment Terms

- a) The total fees payable to the IA as per the Payment Terms mentioned in the RFP.
- b) The payment regarding the Change Management Request shall be made as per actual, based on the rate discovered for Software/Service Enhancement as well as actual service consumed.
- c) In case of a bona fide dispute regarding any invoice, OCAC shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.
- d) All the payments will be made in Indian Rupees (INR) by OCAC through online payment (RTGS/NEFT). The IA shall furnish its Bank Details to OCAC for this purpose.

6. Performance Bank Guarantee

- a) As per the clause of the RFP (Vol-1) read with the Corrigendum, the selected bidder shall furnish a Performance Bank Guarantee (PBG), within 15 days from the date of notification of award.
- b) The PBG shall be 5% of the cost of the annual payout (excluding GST), amounting to Rs. XXXXXX/- taking into account the total Purchase/Work order value for all stakeholder departments, which is Rs. XXXXX/- excluding taxes. The PBG must be valid for 15 months. Each year, the Implementing Agency shall submit a fresh PBG accordingly or extend the PBG in each year.
- c) The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the service during the work order period.
- d) In case the selected bidder fails to submit a performance guarantee within the time stipulated, OCAC, at its discretion, may cancel the order placed on the selected bidder and/or forfeit the EMD after giving prior written notice to rectify the same.
- e) OCAC shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period, or OCAC incurs any damages due to the bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

7. General Terms & Conditions

7.1. Term of the Contract

Although the Implementing Agency shall be engaged for a period of XX months as per the provisions of the RFP, the term under this Contract will be for an initial period of XX months from the effective date of the work order XX.XX.2026, which can be extended after making a necessary review of the contract and amendments to the contract wherever necessary.

7.2. Termination of Contract

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of the IA or because of conditions of breach happening due to reasons solely and entirely attributable to the IA, provided prior thirty days' written notice to rectify the same is given by the OCAC and failure by the IA to rectify the same in the notice period.
- c) Termination by Implementing Agency - The Implementing Agency may terminate this Contract by not less than Ninety (90) days' written notice to the OCAC, such notice to be given after the occurrence of any of the following events –
- d) If OCAC is in material breach of its obligations pursuant to this Contract and has not remedied the same within sixty (60) days (or such longer period as the Implementing Agency may have subsequently approved in writing) following the receipt by the OCAC of the Implementing Agency's notice specifying such breach.

7.3. Effects of Termination

- a) In the event of the premature termination of this agreement by OCAC, the compensation payable to the IA will be decided in accordance with the Terms of Payment schedule for the milestones completed with acceptance of deliverables up to the last effective date of termination.
- b) Parties shall mutually agree upon a transition plan and comply with such a plan. The Implementing Agency shall extend full cooperation in supporting the transition process.

7.4. Binding Clause

All decisions taken by OCAC regarding the processing of the Contract shall be final and binding on all parties concerned.

7.5. Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may be made by written communication among the Parties and with mutual consent by all the Parties. In such a case, an amendment to this agreement incorporating the agreed changes shall be signed by the parties.

7.6. Law Governing Contract & Legal Jurisdiction

This Contract, its meaning and interpretation, and the relation among the Parties shall be governed by the Applicable Laws of India. Any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the courts in Bhubaneswar, Odisha.

7.7. Language

The language of the Contract shall be in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

7.8. Force Majeure for execution of Contract

If the execution of the contract is delayed beyond the period stipulated in the services as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood or such acts of God which are beyond control of any Party, then OCAC may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the Purchaser, the order shall be read and understood as if it had contained from its inception the execution date as extended.

7.9. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

(b) has informed the other Party as soon as possible about the occurrence of such an event.

7.9.1. Measures to be Taken

- 1) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall take all reasonable measures to minimise the consequences of any event of Force Majeure.
- 2) A Party affected by an event of Force Majeure shall notify the other Parties of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 3) Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 4) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Implementing Agency, upon instructions by OCAC, shall either:
 - o Demobilize or
 - o Continue with the Services to the extent possible, in which case the Implementing Agency shall continue to be paid proportionately and on a pro rata basis, under the terms of this Contract.
- 5) In the case of disagreement among the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to the Dispute Resolution clause.

7.10. Norms Governing Service Delivery

- a) The IA shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards that are generally expected of such an engagement.
- b) The IA shall establish a formal team structure with a named Project Manager who will serve as the single point of contact and staff with competent resources to provide effective and expert service delivery, in line with the requirements.
- c) A roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks, shall be submitted **by the IA to DE&S and OCAC.**
- d) The cost of travel & accommodation during the visit to various places in Odisha for various works like system study, training etc., shall be borne by the IA.

7.11. Standard of Performance

The Implementing Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Implementing Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to OCAC, and

shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.

7.12. General Confidentiality

Except with the prior written consent of the Purchaser or its client department/organization, the Implementing Agency and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Implementing Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

7.13. Intellectual Property Rights (IPR)

The IPR of the Application(s) developed under this Contract, except for any third-party OEM products/solutions, is retained by OCAC. The source code of the entire application, databases (except any third-party OEM products/solutions), along with necessary documentation developed under this RFP/Contract, shall be shared with OCAC after Go-live of the application or on written demand by OCAC.

7.14. Assignment

The Implementing Agency shall not assign/ subcontract, in whole or in part, its obligations under this Contract without the permission of the OCAC/DE&S.

7.15. Ownership & Audit

- a) All software, including source code, licenses and accompanying technical documents and services, shall be procured by the IA for the works to be performed pursuant to this Agreement shall be in the name and on behalf of OCAC. The IA shall be obliged to submit such licenses and documents to OCAC on demand.
- b) The software and documents prepared for this project are subject to audit. The IA shall help OCAC during the preparation of compliances of audit without any additional cost.
- c) All records of this work shall be made available to the OCAC and its authorized agencies upon request for verification and/or audit, based on a written request.

7.16. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that they intend that this Contract shall operate fairly among them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

7.17. Settlement of Disputes

- a) Any dispute or difference whatsoever arising among the Parties to this Agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavours. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed by OCAC for such purpose and abide by the decisions thereon.
- b) On failure of the Parties to arrive at an amicable settlement, the dispute or difference, as the case may be, shall be referred to the Principal/Commissioner-cum-Secretary/Secretary to Government, E & IT Department, Government of Odisha for his decision and the same shall be binding on all Parties, unless either of the Parties refers the matter to arbitration by a sole arbitrator acceptable to the other disputing Parties, within 60 (sixty) days of such decision.
- c) Such arbitration shall be governed in all respects by the provisions of the Arbitration and Conciliation Act, 1996, and the rules framed thereunder and any statutory modification or re-enactment thereof. The arbitration proceeding shall be held in Bhubaneswar, Odisha.

7.18. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the IA to pay liquidated damages to the Purchaser; and
- b) Maximum liability of the IA for this project will be limited to the total value of the contract or the amount actually paid to the bidder, whichever is lower and will not include any indirect or consequential damage, loss or profit, data or revenue.

7.19. Indemnity

- a) The Implementing Agency shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims, including those from third parties or liabilities of any kind, howsoever suffered, arising or incurred inter alia, during and after the Contract period out of:
 - I. Any negligence or wrongful act or omission by the Implementing Agency or any third party associated with the Implementing Agency in connection with or incidental to this Contract, or,
 - II. Any breach of any of the terms of this Contract by the Implementing Agency, the Implementing Agency's Team or any third party
 - III. Any infringement of patent, trademark/copyright arising from the use of the supplied goods and related services or any party thereof
- b) The Implementing Agency shall also indemnify the Purchaser against any claim, privilege, or assertion made by a third party with respect to right or interest in the service provided as mentioned in any Intellectual Property Rights and licenses
- c) All indemnification obligations shall be subject to the Limitation of Liability clause.

8. World Bank Compliance Clause

Self-declaration to be submitted by each participating bidder that their firm is not sanctioned or debarred under the World Bank system of debarment and cross-debarment as referred in Volume I, Point no. 7.1.9

9. Entire Agreement

This Agreement, together with its Appendices, constitutes the entire agreement reached among the Parties to this Agreement with respect to the transactions contemplated by this Agreement and may not be amended or modified, except by a written instrument duly executed by each of the Parties to this Agreement. Any previous agreements and understandings between the Parties regarding or relating to the subject matter of this Agreement, whether written or oral, are superseded by this Agreement.

10. Exit Plan

The IA will provide a systematic exit plan and conduct a proper knowledge transfer process to hand over operations to the OCAC technical team as per the norms and clauses mentioned in the RFP.

11. Applicability of Tender Terms and Conditions

The terms & conditions and scope of work of the RFP No: OCAC-SEGP-SPD-0031-2024-26047, including Technical & Commercial responses submitted by the IA against this RFP, shall also apply *mutatis mutandis* to this agreement, except for those which are not explicitly contained in this agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day, month and year above written.

SIGNED, SEALED & DELIVERED

For OCAC

For XXX

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Witness

1. _____

(Signature)

Name:

3. _____

(Signature)

Name: