

SI No	MR No
	Date:
TENDER FOR SELECTION OF VENDOR TO OPERATE THE MILK STALL ALLOTTED COMPLX OF IISER, BERHAMPUR .	INSIDE THE MARKET
Submission of filled in Tender documents - Up to 2.00PM on 24.12.2025	
Opening of Tender-3.00PM on 24.12.2025	
Name of Tenderer	
Address:	
Telephone No	
Cost of Tender document: - Rs.560.00	
(Ind	cluding GST)
THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FED	ERATION LTD.

D-2, SAHID NAGAR, BHUBANESWAR 751007



## TENDER NOTICE FOR <u>SELECTION OF VENDOR TO OPERATE THE MILK STALL ALLOTTED INSIDE THE</u> MARKET COMPLX OF IISER, BERHAMPUR.

Omfed invites sealed offers for for selection of vendor to operate the milk stall allotted inside the market complex of IISER, Berhampur (as Annexed in the tender Documents). Interested parties shall have to submit their offer for operating Milk Parlour for a period of 01 year subject to extension up to 5 years depending on service satisfactory performance.

Interested parties shall have to purchase & submit complete set of Tender document, duly signed in each page. The tender document can be purchased from Berhampur Dairy of OMFED on payment of Rs.560/- only in cash on any working days from dt.05.12.2025 to 24.12.25 upto 1 PM) within office hours or be downloaded from the website <a href="www.omfed.com">www.omfed.com</a> submitted with D.D of Rs.560/- in favour of OMFED payable at concerned Dairy , towards cost of Tender paper. Filled in tender paper along-with EMD of Rs. 5000/- along with the required documents/certificates should reach at respective Dairy latest by dtd.24.12.2025 up to 2.00PM and the offers will be opened on the same day at 3.00PM at Berhampur Dairy in presence bidders or their authorized representatives. For details, please visit website <a href="www.omfed.com">www.omfed.com</a>. The corrigendum/amendment to this notice if required shall be published only in OMFED website and will not be published again in newspaper.

OMFED reserves the right to accept or reject any of all the offers without assigning any reason thereof.

Managing Director OMFED

#### A. ELIGIBILITY OF BIDDER

- 1. Financially sound.
- 2. At least two years experience in Perishable Goods like Milk, Milk Products or FMCG business.
- 3. The firm/Agency/Party shall furnish the valid PAN...
- 4. The firm/Agency/Party shall have Cold Chain facilities like freeze, bottle cooler etc.
- 5. The firm/Agency/Party shall have adequate field staff.
- 6. The firm/Agency/Party shall have valid GST Number.
- 7. The firm/Agency/Party shall have valid *FSSAI*license.
- 8. The firm/Agency/Party should not adopt any unfair means for allotment for such allotment

#### B. <u>SELECTION AND ALLOTMENT</u>

- 1. The firm/Agency/Party who fulfils the eligibility criteria shall furnish the require information in the prescribed application form available in the tender document.
- 2. The eligible firm/Agency/Party shall fill up the tender form of tender document and submit the same in a sealed envelope within schedule time & date along with the tender document.
- 3. Work order will be issued to the selected Bidder scoring highest number in respect to trade, experience, financial stability and infrastructure facilities etc.
- 4. In case of noncompliance of above mentioned criteria within the stipulated period, the EMD amount of the selected bidder shall be forfeited & black listed for participating in any tender in future.

**Managing Director OMFED** 

	APPLICATION FORM FOR	VENDOR SELEC	CTION		
A. l	PESRSONAL DATA				
1	Name of the Applicant :-				
2	Father's / Husband's Name :-				Affix Passport
3	Address for Communication:-	4. Permanent Address:-			Size Recent Colour
					Photograph
В. (	CREDENTIAL DATA			1	
1	Experience in Milk, Milk Products / FMCG	,	Trade Certifica	ate required	
2	Any Experience in OMFED Business				
3	Any Other Establishment allotted ( Medical/Railway/Institution)				
4	Annual Turnover ( only of FMCG)	Turn Over for 3 years			
C. 1	FEASIBILITY DATA				
	PARTICULARS				
1	FINANCIAL / STATUTORY FESEABILITY				
a)	Constitution (Proprietorship /Partnership/ Co)				
b)	PAN Number				
c)	SRIN/TIN/CST No.				
d)	Food Licence No				
e)	Trade Licence (if any)				
2	MARKETING FESEABILITY				
a)	Cold Chain Facility				
<b>b</b> )	No. of Staff				
h)	Others (if any)				
	SELECTION BY V	WEIGHTA	GE		
	PARTICULARS	WEIGHTAGE			
	PAN Number	Yes	1	No	0
	SRIN/TIN/CST No.	Yes	1	No	0
	Food Licence No	Yes	1	No	0
	Trade Licence (if any)	Yes	1	No	0
	Experience in Milk, Milk Products / FMCG	Yes	1	No	0
	Amough Transport (only of EMCC)	10 Lalaba	1	∠ 10 L alah	0

Annual Turnover (only of FMCG) > 10 Lakhs 1 < 10 Lakh

NB:- The self attested photocopies of relevant documents (as mentioned above) to be attached alongwith for verification.

SIGNATURE OF THE APPLICANT

#### **DRAFT AGREEMENT**

An agreement make this day of, Among				
The Indian Institute of Science Education and Research, Berhampur (herein after called 'THE LICENSOR") which expression shall where the context so admits include its successor and assigns of the ONE PART.				
AND				
THE MANAGING DIRECTOR or the Authorized Representative of THE ODISHA STATE COOPERATIVE MILK PRODUCERS LTD. an apex dairy cooperative society approved by the Government at the Center/State/Union territories, having its registered office at D-2,Saheed Nagar,Bhubaneswar-7, (herein after called "THE LICENSEE") which expression shall where the context so admits include its successor and assigns of the SECOND PART.				
AND				
( Sub Licensee) (herein after called " THE SUB-LICENSEE") nominated by the Licensee for performance of the assigned work of this agreement, which expression shall where the context so admits include its successor and assigns of the THIRD PART.				
Whereas:				
In consideration of the Licensor deciding to award the license for sale of milk and milk products through Modern Milk Parlour at IISER, Berhampur, which is decided by THE LICENSOR to the Licensee;				
And whereas				
the Licensee has agreed to accept the award of license for sale of Milk and Milk Products through Modern Milk Parlour by appointing Sub-licensee.				
And whereas				
this agreement comes into force from and The contract will be initially valid for a period of one (01) year which may be extendable up to five (05) years on yearly basis, subject to satisfactory performance.				
Now, therefore, the parties hereafter agree to the terms and conditions set forth below				
Tarma and Canditiana				

### Terms and Conditions

The brief of agreed Terms and conditions for the above mentioned Shop no-04 of 323 Sq.ft. at Permanent Campus (Vigyanpuri), At/Po- Laudigaon, Kanisi, PS-Golanthara, Dist-Ganjam, Odisha-760003 are as follows:

- 1. The successful bidder (Sub-Lessee) shall within 07 days of issue of the LOI shall give his acceptance along with security deposit and sign the contract with IISER Berhampur. The electricity shall be provided by the lessor and the bill for energy consumption amount needs to be paid by the
- 2. IISER Berhampur reserves the right to terminate the contract at any time after giving one month's notice without assigning any reason. The decision IISER Berhampur in this regard shall be final and binding on the matter.
- 3. The Sub-Lessee shall give two months' notice to IISER Berhampur in case he/she intends to vacate the premises.
- 4. The Sub-Lessee shall not put up any permanent structure or make any alternations or additions in the premises without the prior consent in writing of IISER Berhampur.
- 5. In case of loss or damage caused to any of the fixtures etc. provided by IISER Berhampur, the cost thereof shall be recovered from the Sub-Lessee. The contract will be initially valid for a period of one (01) year which may be extendable up to five (05) years on yearly basis, subject to satisfactory

- performance.
- 6. IISER Berhampur shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit prejudice to its any other rights under the law.
- 7. Security Deposit. After the acceptance of the Letter of Intent the bidder has to deposit the security deposit as mentioned in the bid document in the form of an account payee demand draft/bank guarantee/FDR from any of the commercial bank in favour of "DIRECTOR IISER BERHAMPUR". Within 07 days of the LOI Security Deposit should remain valid for 60 days beyond the date of completion of all contractual obligations. Security Deposit will be discharged after completion of the lessee's performance obligations under contract. The above Security Deposit will be liable to be forfeited during the period of the contract, in case of breach of any terms & conditions of the contracting bidder or failure to provide any services under the contract or loss results from bidder's failure and breach of an obligation under the contract.
- 8. 5% of the rent shall be enhanced every year (on Previous Year).
- 9. If a Sub-Lessee does not pay a rent on or before the 5<sup>th</sup> day of each month, a penalty of 2% per month on total outstanding is to be levied upon the lessee.
- 10. If Sub-Lessee vacates the shop/stall before the permitted period/one year without any notice period, the security deposit will be forfeited.
- 11. The Sub-Lessee will not be permitted to authorize any other firm to run the shop allotted to him/her. No sub-contracting is allowed. Identity cards will be issued to the owner and his helpers /staff after approval of institute.
- 12. The Sub-Lessee shall be in-touch with the Estate Office of the Institute on a regular basis. The Sub-Lessee shall maintain his own register (accessible to the habitants) for attending any complaints/suggestions from residents/customers. The EE/SE/Estate Officer as institute may check the registers periodically.
- 13. IISER Berhampur reserves the right to terminate the rent agreement anytime by giving one months' notice.
- 14. The allotment is made as per the Public Premises Act. The dispute between the parties shall be decided as per the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.
- 15. The contract of the Sub-Lessee will be terminated straightway without assigning any reason if the applicant/firm is found involved in any criminal offence or has been blacklisted by any Govt./Semi govt. Department/agencies etc.
- 16. In case of violation of any clause of contract, the explanation of the Sub-Lessee can be called by issuing show cause notice, if the reply is not found satisfactory, Security deposit can be forfeited in full or as decided by the competent authority of IISER Berhampur as well as action for blacklisting can also be takenprior to taking any legal action.
- 17. In case any public complaint is received attributable to misconduct /misbehaviour of rented personnel, a penalty of Rs. 5,000/- for each such incident shall be levied from Sub-Lessee. Further, the concerned rented personnel shall not be allowed in to the premises.
- 18. The Sub-Lessee shall, at its own cost and expenses, put up firefighting equipment, fitting, etc. Such fixtures/fittings/items, the removal of which premises or on termination/cancellation, etc. affect the building; its interior aesthetics, etc. cannot be removed/taken away by the rented at the time of vacating of the rented property or completion of the rent Period.
- 19. This will be only a rent Agreement and the Sub-Lessee has no right on the land of the rented premises.
- 20. The rented premises are public premises as defined in the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 and fall within the jurisdiction of Berhampur, Odisha.
- 21. The Sub-Lessee shall be responsible for the maintenance, high standard of cleanliness and proper repairs of the premises and also for repair and maintenance of fixtures, fitting and additional facilities such as electricity, water. The Lessee shall also ensure sanitation, prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source, etc.
- 22. The Sub-Lessee shall give special attention to the manner in which his employees receive visitors and render service, ensuring good hospitality, congenial and pleasant atmosphere. Special care shall be taken for the employee's health and to ensure that all the workers/employees employed in the premises are medically fit and that they do not suffer from any contagious, loathsome or infectious disease.
- 23. In this regard, a certificate duly certified by an RMP (Registered Medical Practitioner) in respect of each employee of Sub-Lessee, is to be furnished to the Estate Office, IISER Berhampur.
- 24. The timing of the shops in the shopping complex of IISER Berhampur will be 6 AM TO 10 PM onall

- days in a week or as decided by the Institute Estate Office. The rented premises shall not be used for residential purposes.
- 25. A price list for eatables must be displayed at prominent places in the respective outlet duly approved by SE/EE/Estate office. No hand Bills/Stickers are allowed to be put anywhere on the premises or outside. Also, the price should not be more than MRP at any cost. The list shall be revised every month.
- 26. Deviation from approved trade for which license has been granted will be treated as violation of the agreement and the agreement shall be terminated immediately.
- 27. The sale/serving or promotion of drugs, narcotics products, alcoholic beverages, cigarettes, tobacco, pan/gutka is strictly prohibited.
- 28. Officials of the IISER Berhampur may, at any time, enter the rented premises/ food outlet/ shop and monitor the quality of raw material, food items and standards of facilities and interiors, exteriors of the premises, etc. The Sub-Lessee will be duty-bound to assist/co-operate with the IISER Berhampur officials in this regard. The source of procurement of raw materials, food items, etc. will also have to be divulged to the officials of the IISER Berhampur whenever asked.
- 29. The Sub-Lessee shall not place or permit placement of any advertisement, notice frames, pictures, decorations, telephones, weighing or vending machines or manual or mechanical/electrical devices or contrivance for commercial gains. Board/Banner/hoardings/posters etc. promoting any individual's location/ outlet either in IISER Berhampur or any of the place or near the allotted shop/outlets will not be allowed.
- 30. Segregation of waste material will also be undertaken by the Sub-Lessee of outlets/shops as per local rules and regulations. Shop/outlet operators shall collect all garbage in bags/ boxes/ trolleys permitted for the purpose as per the guidelines of the IISER Berhampur. The collected garbage shall be kept at identified collection points as approved by the estate office. Failing which may involve termination/ cancellation of the Agreement without any notice. It will also be the responsibility of the Sub-Lessee to maintain cleanliness and hygiene in and around their allotted shop/outlet.
- 31. The Sub-Lessee shall not use any shamiana on the premises or occupy the area around the licensed premises in any manner.
- 32. The Sub-Lessee, his agents and servants shall observe /perform and comply with all applicable laws/rules and regulations of the Shops and Establishment Act, Factory Act, Industrial Disputes Act, Minimum Wages Act, Labour Laws and the provisions of any statutory law applicable to the Licensee including any rules and regulations made by IISER Berhampur or any other Department (s) of Government of India or Local Administration, as applicable from time to time, to the business which the Sub-Lessee is allowed to carry on under this and to the area in which the said premises are located. This also includes compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material, etc.
- 33. The Sub-Lessee can promote itself by putting uniform signage only about its outlet name at the rented premised only and nowhere else.
- 34. The preparation of premises is also to be carried out by lessor at his own cost after obtaining the approval from IISER Berhampur.
- 35. Electricity/water connection will be given by the Institute, a monthly bill for the same as determined by the Institute Works Division (IWD) of IISER Berhampur shall be payable by Sub-Lessee to the Institute apart from the monthly rent. In this regard separate meter will be installed and the rates will be as decided by the institute.
- 36. Employment of child labour in any form is strictly restricted, if found, suitable disciplinary action as per law shall be initiated and Contract shall be cancelled.
- 37. Use of fossil fuels is strictly prohibited inside the campus.
- 38. The use of the DG set is strictly prohibited. However, if power backup is required, it shall be through UPS/Inverter mode only.
- 39. The Sub-Lessee shall abide by and perform all the rules and regulations of the Institute applicable to the lessee for the time being in force. The Sub-Lessee shall indemnify and keep indemnified the Institute against all actions, proceedings, suits, claims, demands, losses, damages, costs, charges, and expenses incurred or suffered by them as a reason of any non-observance or non-performance of such rules and regulations by the IISER Berhampur.
- 40. The Sub-Lessee shall abide by and perform all the rules and regulations of the Institute applicable to the lessee for the time being in force. The Lessee shall indemnify and keep indemnified the Institute against all actions, proceedings, suits, claims, demands, losses, damages, costs, charges, and expenses incurred or suffered by them as a reason of any non-observance or non-performance

of such rules and regulations by the IISER Berhampur.

# <u>In witness whereof the said parties have hereunto set their hands this day and the year first above</u> <u>written.</u>

Licensee M/s Omfed (Berhampur Dairy)	Sub-licensee/operator	Licensor Estate Officer/Executive Engineer(E)		
Address	Address	Address		
The Licensee in the presence of (1)	of The sub-licensee in presence of (1)	of The Licensor in the presence of (1)		
(2)	(2)	(2)		