



THE ODISHA STATE COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED
 D – 2, SAHID NAGAR, BHUBANESWAR – 751007
 PHONE: 2546121, 2540417

TENDER FOR LEASE OF OMFED ICE-CREAM SCOOPING PARLOUR

*Cost of Tender Documents: – Rs.560.00
 Including GST*

Submission of filled in Tender Documents

10.30 Hrs. to 14.00 Hrs. on dtd.22.10.2018

Opening at 15.00 Hrs. on dtd.22.10.2018

At OMFED Corporate Office,
 D – 2, SAHID NAGAR, BHUBANESWAR – 751007
 PHONE: 2546121, 2540417

Tender Submitted for Omfed Ice-cream Scooping Parlour

▪ **located at Chandrasekharpur, Bhubaneswar**

Name of the Tenderer: _____

Address: _____

Telephone /Mob.No.: _____

FAX No.: _____ E-Mail Id: _____



www.omfed.com

THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD

D-2, SAHIDNAGAR, BHUBANESWAR - 751 007

Tel.No. 0674-2540273, 2546030, 2540417, Fax No. 0674 - 2540974

E-mail Id: omfed @ yahoo.com,

EXPRESSION OF INTEREST FOR EMPANELMENT OF CHANNEL PARTNER

Applications are invited from sincere, interested and financially sound parties with high commercial acumen in specified format to operate fully furnished & well maintained "**ULTRA MODERN OMFED ICE-CREAM SCOOPING PARLOUR**" located at **Chandrasekharpur** of Bhubaneswar city, Odisha. The tender document with details terms and conditions can be downloaded from OMFED website www.omfed.com from **07.10.2018 to 22.10.18** up to 1.30 PM and submitted within the due date along with the tender paper cost of Rs. 560/- in shape of Demand Draft. Offers along with complete information, required documents & EMD in a sealed envelope must reach at OMFED, D-2, Sahidnagar, Bhubaneswar – 751 007 on or before dt: **22.10.2018** by 14.00 Hrs. The envelop should be duly super scribed "**OFFER FOR LEASE OF OMFED ICE-CREAM SCOOPING PARLOUR**, located at Chandrasekharpur."

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

MANAGING DIRECTOR

TERMS AND CONDITIONS

01. Eligibility

1.1 **Earnest Money Deposit (EMD)**:-Offer for Omfed Ice-cream Scooping Parlour must be accompanied with EMD of Rs. 10,000/- (Ten Thousand only) in shape of DD favouring OMFED, Payable at Bhubaneswar. Tenders without EMD will not be taken into consideration. The EMD of the successful bidder will be converted/adjusted to Security & the EMD of the unsuccessful bidders will be refunded after selection of a Lessee or within 90 days of the tender, whichever is earlier. The Selected Party will be issued with a **Letter of Intimation** for deposit of Security Money within 15 days. If a party is issued with a selection letter & fails to deposit the Security with Omfed within 15 days , the EMD of the party will be forfeited & cases of other parties will be considered for selection.

1.2 The party should have valid GST & PAN registration certificate so as to get OMFED Ice-Cream in Whole sale rate. (Photo copy to be submitted).

1.3 The party should be financially sound and should have required manpower to run the Parlour smoothly.

1.4 The bidder should have Food License (As per FASSAI) (Photo copy to be submitted).

2. Business Hours

2.1 The parlour shall be opened from 09 A.M. to 09 P.M. every day in shift duty as per labour rule excepting the days of Holi festival and strikes (if happens) in order to safeguard our assets.

3. Manpower

- 3.1 The party should engage experienced and literate sales personnel in the Parlour for proper dealing with the customers.
- 3.2 The party will have to furnish information stating the name & identity of the workers engaged in the parlour. The party will have to also intimate immediately whenever there is any change of workers (new engagement/ disengagement).
- 3.3 Since the workers will handle food items, the leasee will have to immediately dis-engage any worker affected by infectious / epidemic diseases, as per doctors' advice.

4. Taxes and Duties

- 4.1 The party has to obtain the Trade License and Food License. (Photo copy to be submitted)
- 4.2 The party shall deposit the monthly electricity bill as per actual consumption including metre rent and also water charges every month in time and should submit the photo copies of deposit receipt to OMFED for record.
- 4.3 The party should insure parlour building along with the assets available inside the parlour & deposit the annual premium as fixed by the insurance company. The photocopy of the insurance receipt should be submitted to OMFED for reference.

5. Parlour Management

- 5.1 The existing infrastructure, electronic gadgets, furniture and fixture etc. provided by OMFED and available at the parlour will be used by the party.
- 5.2 The party and his salesmen should handle these assets of OMFED properly and carefully.
- 5.3 Timely servicing/Maintenance of electronic gadgets & other equipments shall be done by the party and any related expenditure shall be borne by the party.
- 5.4 The selected party will have to maintain cold chain for all variant Ice Cream & maintain cleanliness & sanitation in & around the Parlour.
- 5.5 The selected party is not allowed to carry on any other seasonal business by construction of temporary stall adjacent to / in the Parlour campus.

6. Security Money

- 6.1 The security deposit amount has been fixed to Rs. 02.00 (Two) lakhs. This may be deposited in the form of D.D or any other financial instrument which can pledge to OMFED.
- 6.2 The selected party will have to deposit refundable and interest free Security Money of Rs.02.0 (Two) lakhs with OMFED within 15 days of receipt of letter of intimation.
- 6.3 The appointment letter for parlour lease will be issued only after deposit of security money with OMFED.
- 6.4 The Security Money will be continued to be kept with Omfed till completion of Business/ Agreement/ Extended Agreement period.
- 6.5 The Security Money will be refunded on submission of an application along with Original NCR & Appointment letter & after deduction of Rs. 2000/- towards administrative charges & also the cost so calculated towards damage/ destroy of furniture's, fixtures, equipments & electronic gadgets, if any.

7. Monthly Parlour Rent

- 7.1 OMFED has fixed up minimum Base rent of Rs.17000/- towards monthly parlour rent excluding GST as applicable & other charges as stated in Point No.4 .
- 7.2 Selection will be made on the basis of highest amount of monthly rent quoted by the tenderer than the minimum fixed amount.
- 7.3 The monthly parlour rent will be increased by 10% in every two years.
- 7.4 In case of tie up in the quoted rate, Preference shall be given to the party having experience in the similar lines.

8. Close of Business/Contract:-

- 8.1 If the party wants to leave the Parlour business during the contract period, he has to give 90 (Ninety) days notice (to be called as notice period) & apply for refund of Security. For the purpose, he will have to handover the Parlour , all assets of Omfed & clear all omfed dues.
- 8.2 The party will have to handover the Parlour & all other assets to Omfed during the Notice period. If the Parlour is not handed-over within the scheduled period, the number of days retained after the scheduled last date will be treated as “ **Unauthorized possession**” , for which, he will be liable to pay- penal rent with all other monthly charges .
- 8.3 The Penal Rent will be calculated proportionately on the basis of number of days of unauthorized possession of the parlour.
- 8.4 The Parlour with all the Machineries & equipments & Fittings etc will be handed over to the selected party through a “**Handing Over & taking Over**” Certificate, which will be prepared by authorized staff of Omfed & the Leasee or his authorized representative.

9. Agreement

- 9.1 The selected party will execute an agreement with OMFED on non- judicial stamp paper of Rs. 100/-for a period of **FIVE** years, in the prescribed format (attached).
- 9.2 This may be renewed on mutual consent for any further period on the basis of performance of the party. But renewal cannot be claimed as a matter of right.

10. Others

- 10.1 OMFED Ice-cream will be given as per the advance indent at **wholesaler's price** against 100% advance payment only. The Ice-cream supplied for sale in the Parlour can't be sold to any other Retailer, which will affect the business of our other approved whole sellers.
- 10.2 The packed items of different variant OMFED Ice Cream should be sold at MRP, whereas fixation of price per scoop for different flavors of Ice cream shall be at the discretion of the party(which must be reasonable).
- 10.3 No return of products will be entertained after items are issued in DC, as per Indent & delivered in the Parlour (after receipt of stock). In case of any quality issue, replacement may be considered, as a special case, duly certified by Marketing In-Charge after verifying the stock properly & on approval of the authority.
- 10.4 The party is not allowed to keep competitor's brand Ice-cream in the Parlour. The party is also not allowed to sale any nonfood/ hazardous items or Pan, Gutka, Cigarette etc or any narcotic items (as per orders of Hon'ble High Court of Odisha)in the Parlour.
- 10.5 The Tenderer will have to submit the **FULL SET** of tender document with required documents, duly signed in each page ,as token of his acceptance of the tender process.
- 10.6 Different conditions mentioned in the Tender/ Order/ Agreement & instructions issued from time to time for smooth operation of the Parlour are explanatory to each other & not contradictory. In case of any doubt/ confusion, it will be referred to the Managing Director, Omfed, whose decision will be final & binding to both the parties.
- 10.7 Managing Director shall be the Sole Arbitrator in case of any doubt, confusion, dispute arising out of this Tender process, documents or Agreement. The decision of the Managing Director shall be final and binding on both the parties.

*****O*****

TENDER APPLICATION

Recent Pass port
Size Photograph

**The Managing Director
OMFED, D-2 Sahidnagar
Bhubaneswar -751007**

Dear Sir,

In reference to your tender publish in the newspaper/website on dated _____.

01. I express my consent to operate the OMFED Ice Cream Scooping Parlour at _____ on monthly rent basis.

02. I have deposited Rs. _____ (Rupees _____) towards cost of **tender paper** vide D.D No. _____ of Bank _____ dated _____.

03. I have deposited Rs. _____ (Rupees _____) towards **EMD** vide D.D No. _____ of Bank _____ dated _____.

4. I do hereby agree to deposit Rs. 2.00 lakhs (Two Lakhs only) towards **security money** as fixed by OMFED.
5. I hereby quoted Rs. _____ (Rupees _____) towards **monthly rent** to be paid to OMFED.
6. I hereby declare that I have gone through in details terms and conditions as stated in tender documents before quoting the monthly rent amount and submission of tender document.
7. I am agreeable to the terms and conditions along with Agreement clauses as stipulated by the Federation.

Supporting Documents Check Box

S No	Document Description	Tick Mark, if Submitted
01.	Self Attested Copy of GST Certificate	
02.	Self Attested Copy of Food license (as per FASSAI)	
03.	Self Attested Copy of PAN CARD / Aadhar Card Xerox	
04.	Self Attested Copy of recent Photograph	

Name:

Date:

**Full Signature of the Tenderer
Address for communication
(Mob. No.)**

FORM OF AGREEMENT FOR LEASE OF OMFED ICE CREAM SCOOPING PARLOUR

Articles of Agreement made this..... day of Two thousand and Eighteen.

BETWEEN

THE ORISSA STATE COOPERATIVE MILK PRODUCERS’ FEDERATION LTD. an apex cooperative society registered under the Orissa Cooperative Societies Act, 1962, having its Corporate Office at D-2, Sahid Nagar, Bhubaneswar-7 (hereinafter referred to as “Federation”) which expression shall unless repugnant to the context or meaning thereof, include the authorized representative, successors in interest and assigns of the Federation of the ONE PART

AND

.....
..... (Name of the Lessee. Give details of presents and permanent address, Date of Birth, Age, Qualification etc if proprietary, name of the sole proprietor, age address etc. and if a partnership firm give names and address of all the partners trading in the name style of (address having selling premises situated at Chandrasekharpur (Hereinafter referred to as “THE LESSEE” which expression shall unless repugnant to the context or meaning thereof, include the heirs, executors administrators and legal representatives of Lessee) of the OTHER PART.

WHEREAS the Federation has decided to let out the Building and fixed assets of Omfed Ice Cream Scooping Parlour Located at-Chandrasekharpur., Bhubaneswar , as indicated in the SCHEDULE, herein after mentioned as Ice Cream Scooping Parlour on monthly rental basis for use as a trading/ retail counter of OMFED brand ICE CREAM having different variants, flavours and packaging.

AND WHEREAS THE LESSEE has agreed to enter into a lease agreement with the Federation to take possession / for continuity in possession (Delete as per requirement) of ICE CREAM SCOOPING PARLOUR to sell various OMFED brand products being produced by OMFED to the consumers on terms and conditions mentioned hereinafter.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS.

01. The agreement shall remain operative for a period of _____ years from _____ (date) to _____ and on expiry of the said period of **FIVE years**, which can be extended/renewed/modified for any further period by mutual agreement.
02. The Lessee shall deposit a sum of TWO LAKHS only towards interest free Security Money for sale of OMFED ICE CREAM produced/marketed by OMFED which shall refunded to the Lessee after expiry of lease period subject to successful performance of terms and conditions of lease as herein agreed upon , full clearance of Omfed dues, and submission of application by the LESSEE to that effect along with original NCR (in support of such deposit), Original Appointment Letter, Handing over document (obtained after handing over the Parlour , all other assets & equipments) . The security deposit shall be forfeited and the lease shall be terminated in the event of failure of Lessee to run the business as per guidelines of OMFED or to act in consonance with the terms and conditions as agreed upon herein.
03. The Lessee shall deposit monthly lease consideration money i.e. rent as quoted by him in his Tender & as mentioned in our Order, Rs. _____ (Rupees _____) in shape of Bank draft in favour of OMFED payable at Bhubaneswar or in cash in the Accounts Section of Bhubaneswar Dairy **within 7th day of every succeeding month.**
04. The Lessee shall be supplied OMFED brand products by the Federation against indent one day in advance along with 100% advance payment.
05. The liability of the Federation shall cease once the products delivered to the Lessee and the title of the OMFED Products shall immediately pass on to the Lessee. The Federation will not be responsible for any complaint pertaining to the quality of products delivered and sold by Lessee, if so deteriorated attributable to the negligence of Lessee or noncompliance of instruction for preservation after its delivery. The lessee shall be liable for deterioration of quality if any, and consequential penal action as per Rules of Omfed.
06. The lessee at his/her own cost will obtain health and trade license from local authorities for sale of OMFED Ice Cream.
07. This agreement is a commercial agreement and there will be no employer-employee relationship as per this agreement. The Lessee shall not be entitled to any benefit applicable to Federation employees.

08. The Lessee, during the continuance of the agreement, will diligently and faithfully sell OMFED products as per target fixed for the purpose by the Federation. He will make his best endeavour to increase the sale every month.
09. The Lessee shall have no right to take any action against the Federation for short supply or delayed delivery of OMFED products due to shortage of materials, inadequate transportation facilities, fire, strike, riot, mob violence, natural calamities or any irresistible force.
10. The Lessee shall not appoint sub-agent or sub-let or assign the agreement or benefits of this contract to any other party. The Lessee shall also not engage himself in the sale of any other product, commodity without prior approval of the Federation. The present lease shall stand terminated and allotment authorization will be deemed to have been cancelled without any further notice if it is found that products of other brand are marketed in the leased premises or the leased premises have been sublet to another person without the permission of the Federation.
11. The Lessee shall sell packed items of all variant of OMFED Ice Cream at the specified MRP as decided by the Federation from time to time and shall neither charge any extra price nor impose any other condition. The Lessee shall fix up the price per scoop for different flavors of Ice cream which must be reasonable).
12. The Lessee shall remain present at the time of delivery of OMFED Ice Cream and put his signature on Invoice/Delivery Challan as a token of receipt of indented quantity
13. The Lessee shall make up to date payment towards electricity bill including meter rent at the rate fixed by the Electricity Deptt & revised from time to time, as per the meter reading and submit the original money receipt to the Marketing Head within 7th day of every month without fail. Backup power supply arrangement like Inverter has been installed by OMFED to meet safe keeping of products quality in the event of power supply failure. The leasee will have to conduct it's regular check up & repair for it's efficient use.
14. The Lessee shall take utmost care of the fixture, machineries and equipments installed in the premises and maintain proper hygienic condition of the parlour. He shall also ensure proper maintenance and functioning of all the equipments.
15. The Lessee shall show utmost courtesy to the customers and the Federation officials as well as the staff visiting to the selling point for the purpose of supervision/ inspection.

16. The Lessee shall not refuse to accept/ acknowledge receipt of the communication addressed to him by the Federation, sent either by post at his last known address or by the Federation representative, driver or marketing vehicle staff.
17. The Lessee shall not act in such a manner, which would affect the goodwill and reputation of the OMFED.
18. The leasee must be careful to prevent sale of any expiry or defective items to the customers. He will have to immediately get back & replace to customers on genuine complain cases.
19. The lease must not allow any customer to use the Parlour as a regular meeting/ discussion place for a long time & politely inform such customers to vacate the Parlour in the interest of other customers.
20. The Lessee will display rate chart of OMFED Ice Cream at the parlour point, which should be clearly visible to the consumers.
21. The Lessee shall make good the losses sustained by the Federation in case of breakage, damage, or loss of any of the item i.e. equipments, furniture and fixture provided to him.
22. The Lessee shall allow the officials of the Federation to conduct test of OMFED Ice Cream Scoop marketed by him and supervise the cleanliness, hygienic condition of the premises, machineries etc as per the instruction from the Federation.
23. The lease agreement is terminable with three month notice in writing from either side during the agreement period. The Lessee shall however, continue to provide services till alternate arrangement by the Federation in the interest of customers.
24. The Lessee shall at his own expenses return/handover the possession of materials at their disposal to the concerned Unit Head of OMFED or Authorized Representative in a peaceful manner after termination of this agreement.
25. If the Lessee violates any of terms and conditions mentioned above, his lease shall be cancelled and security shall be forfeited without any notice.

26. Different conditions mentioned in the Tender/ Order/ Agreement & instructions issued from time to time for smooth Parlour operation are explanatory to each other & not contradictory. In case of any doubt/ confusion, it will be referred to the Managing Director, Omfed, whose decision will be final & binding to both the parties.

27. In case of any doubt/confusion/dispute, the Managing Director of the Federation will act as the Sole Arbitrator and his decision will be final and binding.

In witness whereof both the parties to the agreement have hereunto set their hands and seal the day, month and year first above written.

For and on behalf of O.S. C.M. P. F. Ltd.
Bhubaneswar

(
Signature of Lessee)

(
(Signature of the authorized Officer with Seal)

Witness:

1. Signature-
Name-
Address-

2. Signature-
Name-
Address-

Witness:

1. Signature-
Name –
Address-

2. Signature-
Name –
Address-