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THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD

JANUGANJ, REMUNA, BALASORE-756019

Tel.No. 06782-224597,224108

E-mail Id: omfedbalasoredairy@yahoo.com

EXPRESSION OF INTEREST FOR LEASE OF OMFED PARLOUR

Applications are invited from sincere, interested and financially sound parties to operate fully furnished & well maintained **OMFED PARLOUR** located at Januganj, Remuna, Balasore Odisha. The tender document with detail terms and conditions can be purchased from Finance Division, OMFED Balasore Dairy on any working days from 11:00 A.M. to 1:30 P.M. from 09.01.2018 to 25.01.2018 on payment of Rs.560.00 either in cash or in shape of Demand Draft in favour of OMFED payable at Balasore. The tender document can also be downloaded from OMFED website www.omfed.com and submitted on due date along with the tender paper cost of Rs.560.00 in shape of Demand Draft. Offers along with complete information, required documents & EMD in a sealed envelop must reach OMFED, Balasore Dairy, At/Po:- Januganj, Via:- Remuna, Dist:- Balasore, Pin:- 756019 dated 25.01.2018 by 14:00 hrs. The tender will be opened in the presence of Committee at 15 Hours on the same date at Balasore Dairy. The envelop should be duly super scribed "**OFFER FOR LEASE OF OMFED PARLOUR**" located at Januganj, Balasore.

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

Plant Manager
Balasore Dairy

TERMS AND CONDITIONS

01. Eligibility

- 1.1 **Earnest Money Deposit (EMD)**:- Offer for Parlour must be accompanied with EMD of Rs.10,000.00 (Rupees Ten Thousand only) in shape of DD Favouring OMFED, Payable at Balasore. 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 90 days of 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 in panel will be considered for selection.
- 1.2 The party should have valid TIN/SRIN registration certificate so as to get OMFED items in Wholesale rate(photo copies to be submitted).
- 1.3 The party should be financially sound and should have own manpower to run the Parlour smoothly.

2. Business Hours

- 2.1 The Parlour shall be opened from 6:00 A.M. to 9:00 P.M. every day in shift duty as per labour rule except the days of Holi Festivals and strikes (if happens) in order to safeguard our assets.

3. Manpower

- 3.1 The party shall engage experienced and literate sales personnel for proper dealing with the customers. The Federation reserves the right to seek disengagement of sales personnel engaged by the Lessee whose conduct is found detrimental to the interest and goodwill of OMFED or in the event of any complaint from the customers.
- 3.2 The party will have to furnish a statement showing the name & identity of the workers engaged in the parlour. He will have to also intimate when ever there is any new engagement / disengagement.
- 3.3 The Lessee shall replace / disengage sales personnel deployed by him who suffer from infectious or epidemic diseases since the workers will be handling food items.

4. Taxes and Duties.

- 4.1 The party has to obtain the Trade License and Food License as per FSSAI Rules from the concerned Authority and submit the Xerox copy to OMFED for record.
- 4.2 The party shall deposit monthly electricity bill as per actual consumption including meter rent and water charges every month in time and should submit the Xerox copies of deposit receipt to OMFED for record.

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. At the time of takeover the lessee will acknowledge the receipt of all items
- 5:2 The party and his salesmen should handle these assets of OMFED properly and carefully to protect from any damage.
- 5.3 Timely servicing / Maintenance of electronic gadgets & other equipments shall be done by the party and any related expenditure shall be born by the party.
- 5.4 The selected party will have to maintain cold chain for all perishable products & maintain cleanliness & sanitation in & around the parlour.
- 5.5 The selected party is not allowed to carry on any other business by construction of temporary stall adjacent to / in the parlour campus.

06. Security Money

- 6.1 The security deposit will be minimum 1 lakhs for each parlour which should be accepted by the tenders. Party offering more amount than minimum security deposit will be given preference
- 6.2 The selected party will have to deposit refundable and interest free Security money to be finalized in tender process with OMFED within 15 days of receipt of intimation letter in form of DD and in favour of OMFED payable at Balasore.
- 6.3 The assignment letter for parlour lease will be issued only after deposit of security money with OMFED.
- 6.4 The DD will be deposited with Marketing Division, Balasore Dairy in respect of which NCR (Non Cash Receipt) will be issued to the lessee in duplicate. The lessee should laminate & preserve the original(Yellow copy) with him for all future reference & the duplicate (red copy will be retained by the Marketing Division, Balasore Dairy.).
- 6.5 The Security Money will be retained by OMFED till end of the period of Agreement / Extended Agreement.
- 6.6 The Security Money will be refunded on submission of an application accompanied with Original NCR & Assignment letter after deduction of Rs.500.00 towards administrative charges beside the cost calculated towards damage / loss of furniture, fixture, equipments & electronic gadgets, if any as per decision of OMFED.
- 6.7 Under no circumstances the lessee shall demand interest on the said refundable security deposit.
- 6.8 The bidder should ensure sale of Milk & milk product for minimum sales value of Rs. 1,00,000.00 per month.

07. Monthly Parlour Rent

- 7.1 OMFED has fixed minimum rent of Rs.5000.00(Five Thousand only) towards monthly parlour rent excluding the monthly electric and water 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 tenderers over and above the minimum fixed amount.
- 7.3 The monthly parlour rent will be increased by 10% in every two years.
- 7.4 The tenderer should quote the price towards maximum amount of monthly parlour rent in tender application form attached herewith separately at page No.07.

8. Termination of Agreement / Contract:-

- 8.1 The Federation reserves the right to terminate the Parlour agreement at its discretion by giving one month notice to the other side and invite tender for leasing of the said parlour prior to issue of notice for termination of lease as above. Such tender process shall not be prohibited by the Lessee in any manner on the ground of validity of lease period.
- 8.2 The Lessee is also at liberty to terminate the Parlour agreement during the contract period by giving 90(Ninety) days notice to OMFED & apply for refund of security. For this purpose, he shall handover the Parlour including all assets of OMFED & clear up all dues of OMFED in time. However, in case of termination by the lessee before expiry of lease period, the OMFED reserves right to deduct damages, if any, from security deposit.
- 8.3 After termination of contract, if the Parlour is not handed over on the scheduled date, the number of days retained after the scheduled date will be treated as "Un-authorized possession". And he shall be liable to pay-penal rent double the amount of fixed monthly rent and all other monthly charges for such period.
- 8.4 The penal rent will be calculated proportionately on the basis of number of days of unauthorized possession of the parlour.
- 8.5 The Parlour with all the Machineries, equipments & Fittings etc will be handed over to the selected party through a "Handing Over & taking Over" Certification in duplicate which will be signed by authorized staff of OMFED & the Lessee, or his authorized representative.

9. Agreement.

- 9.1 The selected party will execute an agreement with OMFED on non-judicial stamp paper of Rs. 100.00 for a period of Five years, in the prescribed format (attached).
- 9.2 This may be renewed on mutual consent for further period on the basis of performance of the party at the sole discretion of OMFED and renewal cannot be claimed as a matter of right. However, OMFED reserves right to modify / alter the terms and conditions of the existing contract during further extension of contract.

10. Others

- 10.1 OMFED Ice-cream and all range of OMFED Milk Products, Agro products & Horticulture Products being produced / marketed by OMFED, will be given as per the advance indent at Whole seller's price against 100% advance payment only and Milk will be supplied at Agent's price, without other benefits of Agents under ORCES. The items sent for sale in the Parlour can't be sold to any other Retailer for sale, which will effect the business of our other approved whole sellers.
- 10.2 The packed items of OMFED should be sold at MRP, whereas fixation of price per scoop for different flavours of Ice-cream shall be at the discretion of the party (it must be reasonable).
- 10.3 The products once issued through Delivery Challan as per Indent & delivered in the Parlour shall not as return stock in any manner. In case of any quality problem, replacement may be considered, as a special case, duly certified by Marketing In-charge after verifying the product properly & on approval of the authority.
- 10.4 The lessee is not allowed to keep and sale other milk produces or milk products in the parlour manufactured by other than OMFED which will be detrimental to the interest of OMFED. The Party is also not allowed to sale any non-food/hazardous/ spurious items or Pan,Gutka, Cigarette and narcotic item as directed by the Hon'ble High Court of Odisha to that effect.
- 10.5 The tenderer shall submit the full set of tender papers with required documents duly signed in each page in token of his acceptance.
- 10.6 Any party intending to apply for more than one Parlour, can do so by purchasing & submitting the Tenders separately for each Parlour by furnishing separate EMD.
- 10.7 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, OMFE, whose decision shall be final & binding to both the parties.
- 10.8 As per the Federation practice milk & milk products, Horticulture products and Agro Products is to be sold to staff of Balasore Dairy at staff rate to be communicated to lessee time to time.
- 10.9 Regarding allotment of the Parlour & clarification on any other point, the decision of the Managing Director, OMFED shall be final & binding to both parties of contract.

Cont...P/6

TENDER APPLICATION

To

The Plant Manager
OMFED Balasore Dairy
At/Po:- Januganj, Via:- Remuna
Dist:- Balasore-756019.

Dear Sir,

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

01. I have deposited Rs.560.00 (Rupees Five hundred Sixty only) towards cost of tender paper vide M.R. No. _____/DD No. _____ dated _____
02. I have deposited Rs.10000.00(Rupees Ten thousand) towards EMD vide D.D.No. _____ dated _____.
03. I hereby quoted RS. _____(Rupees _____) towards monthly rent to be paid to OMFED.
04. 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.
05. I am agreeable to the terms and conditions along with Agreement clauses as stipulated by the Federation.

Date:

Full Signature of the Tenderer

Cont.P/7

FORMAT OF AGREEMENT FOR LEASE OF OMFED PARLOUR

Articles of Agreement made on this date ofTwo thousand and seventeen.

BETWEEN

THE ORISSA STATE COOPERATIVE MILK PRODUCER’S FRDERATION LTD.
an apex cooperative society registered under the Orissa Cooperative Society Act,1962, having items Corporate Office at D-2, Sahidnagar, Bhubaneswar-07, Dist:- Khurda (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 on 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 (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 MPART.

WHERAS the Federation has decided to let out the building and fixed assets of OMFED Day & night Parlour. Located at premises of Balasore Dairy, Balasore as indicated in the SCHEDULE herein after mentioned as Dairy Parlour on monthly, rental basis for use as a trading / retail counter of OMFED brand Ice-Cream having different variants, flavours and packaging including OMFED milk and various Milk Products, Agro Products, Horticulture Products as well as OMFED brand bread items.

AND WHEREAS the lessee has agreed to enter into a lease agreement with the Balasore Dairy to take on rent the above Parlour to sell various OMFED brand products being produced by OMFED along with OMFED bread and coffee prepared from OMFED milk 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) and on expiry of the said period of ____ years, which can be extended / renewed / modified for any further period by mutual consent at the sole discretion of Federation.

02. The Lessee shall deposit a sum of Rs. 01(One) lakh towards interest free security money for sale of OMFED Ice-Cream, milk & milk product, Horticulture product & Agro products produced / marketed by OMFED which shall be 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). Assignment letter, Handling over and taking 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 parlour as per guidelines of OMFED or to act in consonance with the terms and conditions as agreed upon herein.
03. The Lessee shall deposit a sum of Rs._____ (Rupees_____ towards monthly lease consideration money i.e. rent for five months in advance and the same shall be refunded to the Lessee on expiry of the lease without any interest thereon subject to recovery of damages if any, if the Lessee expresses his unwillingness for continuance / renewal of lease.
04. 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 Balasore Dairy within 07th day of every succeeding month.
05. The Lessee shall be supplied with OMFED brand products by the Federation against indent one day in advance along with 100% advance payment. The lessee shall ensure return of empty crates and other returnable materials if any to Balasore Dairy in Milk Van on the same day.
06. 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 for 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 consequently penal action as per Rules of OMFED.
07. The lessee at his / her own cost will obtain health and trade license from local authorities for sale of OMFED Milk & Milk product, Horticulture product & Agro products.

08. This agreement is a commercial agreement and there will be no employer-employee or master- servant relationship between the parties in any manner as per this agreement. The Lessee or his workers shall not be entitled to any benefit application to employees of Federation.
09. The lessee shall be solely liable to pay the wages / remunerations and other dues to its workers engaged to run the parlour and shall comply with the legal provisions prescribed in the related 'Acts and Rules' made there under, if any. All statutory liabilities arising out of any issue related to workers employed in the parlour shall be sole responsibility of the lessee.
10. The lessee should be utmost careful during appointment of any employees in parlour to check the following.
 - (i) He should not have any criminal background in past or no criminal case is pending against him in past.
 - (ii) He should not have suffered from any contagious disease. He should be medically examined to obtain a health certificate.
11. After appointment lessee should inform lesser the name & address of appointed personnel for record for any verification in future
12. The employee so appointed will maintain hygienic like(i) wearing of clean cloth(ii) clean saved(iii) proper cutting of nails & wearing cap during the duty hour.
13. 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.
14. The Lessee shall have no right to take any legal 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
15. 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 of authorization will be deemed to have been terminated 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.

16. The Lessee shall sell packed items of OMFED products at the specified MRP / or any other conditions decided by the Federation from time to time and shall neither charge any extra price nor impose any other condition. The Lessee shall sell OMFED products to the public on first come first serve basis and in case of scooping; take prior approval of Competent Authority of the Federation for pricing of scoop of different variants.
17. The Lessee or his authorized representative shall remain present at the time of arrival of distribution vehicle and should put his signature on the truck sheet / delivery challans token of receipt of indented quantity of OMFED products. If he authorizes any other person to receive indented products on his behalf, he should obtain prior permission from the Federation in his respect after furnishing full particulars of the authorized representative.
18. The Lessee shall make up to date payment towards electricity bill as per meter reading including meter rent at the rate fixed by the Electricity Department & revised from time to time, and submit the original money receipts to the marketing head within 07th day of every succeeding 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 lessee shall conduct its regular check up & repair for its efficient use.
19. 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.
20. The Lessee shall show utmost courtesy to the customers and the Federation officials and staffs visiting to the selling point for the purpose of supervision / inspection.
21. The Lessee shall not refuse to accept / acknowledge any 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.
22. The Lessee shall not act in such a manner, which would affect the goodwill and reputation of the Federation.
23. The Lessee 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.

24. The Lessee must not allow any customer to use the Parlour as a regular place of gossiping / meeting / discussion place for a long time & politely inform such customers to vacate the Parlour in the interest of other customers.
25. The Lessee shall prominently display rate chart of OMFED products at the parlour point, which should be clearly visible to the consumers.
26. The Lessee shall take care of equipments, furniture and fixture provided to him and make good the losses sustained by the Federation in case of breakage, damage, or loss of the same.
27. 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.
28. The Lease agreement shall be terminated one month notice by the Lessor but the Lessee shall have to give 90(ninety) days notice to OMFED if he decides for such termination & apply for refund of Security. For this purpose, he shall handover the Parlour including all assets o OMFED & clear up all dues of OMFED in time. However, in case of termination by the lessee before expiry of lease period, the OMFED reserves right to conduct damages, if any, from security deposit.
29. After termination of contract, if the Parlour is not handed over on the scheduled ate, the number of days retained after the scheduled date will be treated as “ Un-authorized possession:, and he shall be liable to pay-penal rent double the amount of fixed monthly rent and all other monthly charges for such period.
30. The Penal Rent will be calculated proportionately on the basis of number of days of unauthorized possession of the parlour.
31. The Parlour with all the Machineries, equipments & Fittings etc will be handed over to the selected party through a “ Handing Over & taking over” Certificate in duplicate which will be signed by authorized staff of OMFED & the Lessee, or his authorized representative.
32. The Lessee shall at his own expenses return / handover the detail possession of materials at their disposal to the concerned Unit Head of OMFED or Authorized Representative in a peaceful manner after termination of his agreement for settlement of dues if any payable to him.

33. The lessee shall strictly adhere to the directions / instructions given by the Federation officials from time to time during the period of agreement / extended agreement.
34. If the Lessee violates and of terms and conditions mentioned above, this lease shall be cancelled and security deposit shall be forfeited without any notice.
35. 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.
36. To form a concluded contract the terms and conditions of tender will form part and partial of this agreement, especially which are not inconsistent to the present contract.
37. 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.
38. In case of any dispute pertaining to this agreement, the jurisdiction of Civil courts at Bhubaneswar only will apply.

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
Balasore

()
Signature of Lessee with seal

()
Signature of the authorized officer

Witness:

1. Signatures:
Name :
Address:
2. Signature:
Name :
Address:

Witness:

1. Signatures
Name
Address
2. Signature
Name
Address