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THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD

OMFED,D-02,Sahid Nagar,Bhubaneswar-751007

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EXPRESSION OF INTEREST FOR OMFED “FRESH N PURE” MODERN PARLOUR.

Applications are invited from sincere, interested and financially sound parties to construct & operate FOFO model (Franchise Owned Franchise Operated) OMFED “Fresh N Pure” Modern Parlours in major cities/ towns /NAC areas in different districts of the State of Odisha.

The Application form and detail terms & conditions can be downloaded from OMFED website www.omfed.com and is to be submitted within 21 days from the date of publication along with the cost of the document of Rupees Five Hundred & Sixty Only (Rs. **560.00**) in shape of Demand Draft i/f/o OMFED, payable at Bhubaneswar. The envelope should be duly superscribed **“OFFER FOR** OMFED “Fresh N Pure” Modern Parlour” at Place ofDistrict.

The short listed applicants shall be called for a detailed discussion before the committee at OMFED, Corporate office for construction, installation and operation of such FOFO model OMFED Parlours.

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

Managing Director

TERMS AND CONDITIONS

01. Eligibility

- 1.1 The applicants must have own land / leased space/ /plot / shop for a minimum area of 10 ft. X 15 ft. or more. The applicants shall submit a copy of land document or lease agreement along with the application form, as the case may be.
- 1.2 The applicant shall provide space preferably in a high footfall market area/ market building/ educational institute/ Leisure Park/ business park/ shopping mall etc.
- 1.3 The applicant shall submit willingness to setup and run the OMFED Fresh N Pure modern parlour on its own cost, construct the parlor as per the available space and as per the design provided by OMFED.
- 1.4 The party should have valid GST registration certificate. (Photo copies to be submitted).
- 1.5 The party should be financially sound and should have own manpower to run the parlor smoothly.

2. Business Hours

- 2.1 The OMFED “Fresh n Pure” Modern Parlours shall be opened from 6:00 A.M. to 10:00 P.M. every day.

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 vendor, 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 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 have to bear monthly electricity bill as per actual consumption including meter rent and water charges of parlour.

5 Security Money:

- 5.1 The selected party will have to deposit refundable and interest free Security Money of **Rs.10, 000.00** (Rupees Ten thousand only) with OMFED within 15 days of receipt of intimation / Assignment letter in shape of Demand Draft i/f/o OMFED payable at Bhubaneswar. In case the selected party fails to deposit Security Money within the stipulated period the offer will be cancelled automatically.
- 5.2 The Security Money will be retained by OMFED till end of the period of Agreement / Extended Agreement.
- 5.3 The Security Money will be refunded on submission of an application accompanied with Original receipt & Assignment letter after deduction of Rs.500.00 towards administrative charges.

6. Agreement.

- 6.1 The selected party will execute an agreement with OMFED on non-judicial stamp paper of Rs. 100.00 for a period of 03 (Three) years, in the prescribed format (attached).
- 6.2 This may be renewed on mutual consent for further period on the basis of performance of the party at the sole discretion of OMFED .However, OMFED reserves right to modify / alter the terms and conditions of the existing contract during the time of extension of contract.

7. Others

- 7.1 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 the price fixed for the franchise holder and Milk will be supplied at Agent's price against 100% advance payment or against Bank Guarantees.
- 7.2 The products supplied to the Parlor shall be sold to customers, and not to any other Retailer, which will adversely affect the business of our other approved whole sellers/Distributors.
- 7.3 The packed items of OMFED 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 (it must be reasonable).
- 7.4 The products once issued through Delivery Challan / Invoice as per Indent & delivered in the Parlor shall not be returned back. In case of any quality problem within best before use date replacement may be considered, as a special case, duly certified by Marketing In-charge after verifying the product properly & on approval of the authority.
- 7.5 The party is not allowed to keep and sale other competitor milk & milk products in the parlor 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.
- 7.6 The bidder shall submit the full set of tender papers with required documents duly signed in each page as token of his acceptance.

- 7.7 Any party intending to apply for more than one Parlor can do so by purchasing & submitting the Tenders separately for each Parlor.
- 7.8 Different conditions mentioned in the Tender / Order / Agreement / instructions issued from time to time for smooth Parlor 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 shall be final & binding to both the parties.
- 7.9 Regarding allotment of the Parlor & clarification on any other point, the decision of the Managing Director, OMFED shall be final & binding to both parties of contract



APPLICATION FORM FOR FRANCHISEE OWNED FRANCHISEE OPERATED (FOFO) MODERN DAIRY PARLOUR "OMFED Fresh N Pure"				
A. PERSONAL DATA				
1	Name of the Applicant			Affix Passport size Recent colour photograph
2	Father's/Husband's Name			
3	Address for Communication	4. Permanent Address		
5	Applicant Mobile Number (1) (2)	Applicant's Mobile No.		
6	Proposed Location of FOFO Modern Dairy Parlour			
7	Name of the District			
B. CREDENTIAL DATA				
1	Experience in Retailing of Milk, Milk Products/ Short Self Life Perishable Goods/FMCG			
2	No. of Year of Experience in Retailing Business			
3	In case Franchisee already has retailing business current investment in stock			
4	Name of the Branded Company's currently dealt with			
5	Any Other Business (Please specify)			
6	Annual Turnover			
C. FEASIBILITY DATA				
PARTICULARS			Please Tick Mark, whichever is applicable	
1	INFRASTRUCTURAL FEASIBILITY			
a	Area of the Shop to be converted to FOFO Modern Daily Parlour	Available	<input type="checkbox"/>	To be made available on appointment
b	Availability of Chilling/ Freezing Unit	Available	<input type="checkbox"/>	To be made available on appointment
c	Availability of Billing Machine	Available	<input type="checkbox"/>	To be made available on appointment
d	Availability of POS Machine for cashless transaction	Available	<input type="checkbox"/>	To be made available on appointment
e	Availability of minimum 2 staff for managing the parlour	Available	<input type="checkbox"/>	To be made available on appointment
f	Alternative arrangement for power failure	Available	<input type="checkbox"/>	To be made available on appointment
g	Availability of Computer for maintaining daily stock and daily sales	Available	<input type="checkbox"/>	To be made available on appointment
h	Availability of Kitchenwares, such as Microwave Oven, Juicer Blender, Drinking water RO	Available	<input type="checkbox"/>	To be made available on appointment
2	MARKETING FEASIBILITY			
a	Business Supervision	Self	<input type="checkbox"/>	Appoint Manager
b	Engagement in Promotional Programmes/Special Combo Offer, in the past	YES	<input type="checkbox"/>	NO

c	Capability of Catering to Events/ Social Functions	YES			NO
d	Capability of Home Delivery System	YES			NO
e	Engagement in Own Advertisement through Newspaper Insert/ Newspaper Ad. TV Ad./ Hoardings in the past	Newspaper Ad.	Newspaper Insert	TV Ad/ Social Media Ad.	Hoarding
f	List of Potential Customers (Institutional, Hotel, Mall, Mandap etc.	Please give at least 10 names, where supply has been doen in the past			
g	Willingness to work under Sales Target	YES			NO
3 FINANCIAL /STATUTORY FEASIBILITY					
a	Constitution (Proprietorship/Partnership/Co	Please Specify			
b	Sales Projection for 3 years	Available			To be applied
c	IT Return (Past 3 years)	Available			To be applied
d	GST/CST No.	Available			To be applied
e	Food License No.	Available			To be applied
f	Trade License (if any)	Available			To be applied
g	Source for Project Financing (Own/Bank)				
h	Source of Working Capital (Own/Bank)				
i	BANK ACCOUNT DETAILS: NAME OF THE BANK, BRANCH, A/C, TYPE AND A/C NO. IFSC CODE				
NB: The self attested photocopies of relevant documents (as mentioned above) to be attached along with for verification.					

SIGNATURE OF THE APPLICANT

FORMAT OF AGREEMENT FOR OMFED “FRESH N PURE” MODERN PARLOURS

Articles of Agreement made on this date ofTwo thousand and

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, the **FIRST PART**

AND

.....
..... (Name of the Franchisee,, 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 FRANCHISEE,**” which expression shall unless repugnant to the context or meaning thereof, include the heirs, executors administrators and legal representatives of Lessee) of the **SECOND PART**.

WHEREAS the Federation , the first part has decided to award contract to set up and run OMFED FRESH N PURE MODERN PARLOUR located atof for use as a trading / retail counter of OMFED brand Ice-Cream having different variants, flavors and packaging including OMFED milk and various Milk Products, Agro Products, Horticulture Products as well as OMFED brand bread items.

Whereas the FEDERATION, the first part intents to develop OMFED “Fresh n Pure” Modern Parlours in major cities, town, NAC in different districts of the State of Odisha. The OMFED Fresh and Pure modern parlours shall have various essential facilities like

- i. Packaged food items such as chips/biscuits/cookies/water/bottles/soft drinks and tea & coffee vending machines and entire range of OMFED Peoducts.
- ii. Water ATM for drinking water.
- iii. Wash Room with Basin
- iv. Parking space for the vehicles etc.

Whereas the Federation, the First Part is desirous of entering into Agreement with franchisee _____ address at _____ for a period of 3 years to set up and operate OMFED Fresh and Pure modern parlour, as per the standard design provided by the federation, the first part.

AND

WHEREAS the Franchisee, the second part has agreed to enter into a agreement with the OMFED, D-02, Sahid Nagar, Bhubaneswar to set up the above Parlor to sell various OMFED brand products being produced by OMFED along with OMFED Ice Cream, bread and coffee prepared from OMFED milk to the consumers on terms and conditions mentioned hereinafter.

whereas the Franchisee, Second Part _____ has agreed to construct, operate and manage the OMFED “ Fresh N Pure “ modern Parlour in accordance to the terms and conditions as mentioned in the agreement.

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

01. Agreement:

The agreement shall remain operative for a period of 03 (three) 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. Security Money:

That the Franchisee, the second part shall deposit a sum of Rs. **10,000.00** (Rupees Ten thousand only) 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 Franchisee, after expiry of lease period subject to successful performance of terms and conditions of lease as herein agreed upon, full clearance of dues of federation, the first part, and submission of application by the Franchisee, the second part 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 parlor, all other assets & equipments if any).The security deposit shall be forfeited and the lease shall be terminated in the event of failure of Franchisee to run the parlor as per guidelines of federation or to act in consonance with the terms and conditions as agreed upon herein

03. Scope Of Objective:

3.1 That the Franchise, Second Part shall construct, operate, maintain and manage the OMFED Fresh & Pure parlours within 3 months of execution of this agreement, in accordance with the statutory requirements, applicable regulations of the OMFED, the First Part, and any other norms as ordered by the first parts time to time.

3.2 That the Franchise, Second Part, shall perform and fulfill all other obligations on its part in accordance with the provision of this agreement and matter incidental thereto or necessary for the performance of any or all the obligations of the Franchise under this agreement.

04. Construction, Operation and Maintenance OMFED Fresh and Pure Modern Parlour.

4.1 The Franchisee, the Second Part need to provide space for a minimum area of 10 ft. X 15 ft. area or more for the purpose of OMFED “Fresh N Pure” modern parlor.

4.2 That the Franchise, Second Part shall provide space preferably in a high footfall market area/ market building/ educational institute/ Leisure Park/ business park/ shopping mall etc.

5. Willingness to setup and run the OMFED “Fresh N Pure “modern parlour

5.1 That the Franchisee, Second Part shall, on its own cost, construct the parlor as per the available space and as per the design provided by the First Part.

5.2 That the Franchise, Second Part, shall ready the OMFED “Fresh N Pure” modern parlour within 3 months of commencement of the agreement, failing which the agreement will stand cancelled.

5.3 In case of non-availability of sufficient space, the drawings/ designs may be slightly modified by the Franchise, Second Part, for carrying out the construction of the OMFED Fresh and Pure modern parlour.

6.0 Glass Facade/ Signage / Display

That the franchisee needs to install;

- a. Glass Façade
- b. Signage
- c. Product and Menu Chart Displays

Four types of Product vs Price charts to be displayed inside the parlour as per the size and design specified by OMFED, First Part, namely

(i) chart for Bakery/ Ready-To-Eat products

(ii) chart for Beverages

(iii) chart for Ice Cream

(iv) chart for Confectionaries

MRP of each product shall be decided and approved by OMFED. OMFED reserves the right to change the prices of the products, without prior notice. In case of change in prices, OMFED would communicate the same to the franchise through proper letter of communication.

All OMFED products to be displayed on racks constructed as per the design provided by OMFED.

7.0 Products

That the Franchise, Second Part, shall sell only those products as per the menu specified by OMFED. OMFED shall have the authority to suggest inclusion of any other product which may be useful for the convenience of consumers. In no case, shall the Franchisee stock

or sell goods other than the products which OMFED otherwise deems to be unsuitable for the sale at the OMFED Fresh and Pure modern parlour.

8.0 **Opening & Closing Time**

The standard timings of operating the modern parlour shall be from 6 A.M. to 10 P.M. The Franchisee, second part may run the parlor in addition of standard above timings.

9.0 **Maintenance**

That the Franchise shall regularly upkeep and maintain of the modern parlour and the toilet facilities. The Franchise shall at its own costs and expenses make sure that both the inside and the outside of the Modern Parlour are duly maintained and kept properly neat and clean in adequate order consistently.

10.0 **Inspection of Modern Parlours**

That the Franchise shall permit access of the modern parlours premises to the concerned authorities of the OMFED including any of its officers at reasonable business hours, to inspect the maintenance status of the “Fresh n Pure “ Modern Parlours.

11.0 **Miscellaneous:**

11.1 During the continuance of this agreement the Franchise shall at all times maintain an adequate number of personnel and products at each kiosks to meet reasonable public demand, taking into consideration the varying seasonal requirement of the travelling public.

11.2 The Franchise hereby acknowledges and understands that its primary obligation and purpose in entering into this agreement is to provide well managed and efficient facilities, services and product to the consumers.

(a) Shall provide good, prompt, friendly, courteous and efficient service adequate to meet all reasonable demand of the travellers.

(b) Shall ensure that all food, beverages and goods offered by the Franchise at the parlour are fresh, clean and of good quality.

12.0 **Obligations of the Federation, First Part**

12.1 That the Federation shall supply liquid milk at retailer’s price & Milk products/ Agro Products at the price fixed for the franchise for the sale to the consumers.

12.2 That the Federation shall arrange for the supply of all its products at the premises of the modern parlor.

12.3 That the all official transactions shall be made only during office hours or all working days and no supply shall be made beyond office hours and in holidays.

- 12.4 That the federation shall not be responsible for the non-supply of products to the Franchisee for reasons beyond the control of OMFED, no compensation shall be allowed on the above ground.
- 12.7 That the OMFED shall provide to the franchise the display design of (i) ready to eat products, (ii) OMFED milk and milk products (iii) Ice Cream charts, as well as (iv) confectionary chart .
- 12.8 That the OMFED shall provide One glass top deep freezers and one visi-cooler to the franchise at 50:50 cost sharing basis for storage and display of liquid milk and milk products along with Ice cream.
- 12.9 In case of any spoilage of any OMFED product within best before use date, then OMFED would replace the same on the condition that Franchisee has to return the damaged product back to OMFED.
- 12.10 That the OMFED shall assign sales target to the franchisee every month.
- 12.11 That the OMFED shall provide/ authorize the list of products and the prices to be sold in the modern parlours. The list of product which are allowed to sell in the Modern Parlours are provided in Annexure-B

ANNEXURE- B

Ready to Eat Category	Beverage Category	Ice Cream categories	Confectionaries
1. Breads	1. Hot tea	1. Scoop cups	1. Namkeen
2. Cakes	2. Cold tea	2. Scoop cone	2. Mixture
3. Pastries	3. Hot Coffee	3. All varieties of	3. Chips
4. Burgers	4. Cold Coffee	Ice Cream	4. Chocolates
5. Roll	5. Mango shake	including cup,	5. Biscuits
6. Pizza	6. Strawberry shake	cone, stick, bare,	6. Cookies
7. Muffin	7. Pineapple shake	bricks	
8. Paties	8. Kesar Badam		
9. Sandwich	shake		
10. Momos	9. Orange shake		
	10. Ice Cream shake		

- 12.12 That the OMFED reserves the rights to include new or any other products time to time which may be useful for the convenience of the consumers and the franchise need to stock those products for selling to the consumers. The Franchise shall sell only those products as per the menu specified by OMFED.

13.0 Obligations of Franchisee the second part

13.1 Subject to the terms and conditions of the agreement the Franchise shall at its own cost and expense, construct, operate and manage the modern parlour.

Concept wall papers (Landscape with Cow & Milkman, Bakery product wall paper, Milk Product, wall paper)

1. Display for product charts namely
 - (i) Ready-To-Eat products
 - (ii) Milk and Milk Products
 - (iii) Ice Cream Products
 - (iv) Confectionaries
2. OMFED product display
3. Glass facade
4. Washroom with basin and commadore
5. Display lights and lighting for ceilings.

13.2 The Franchise shall maintain the following things inside the Parlours

- (a) One glass top freezer for storing / displaying different flavours of Ice Cream for preparation of scoop cones and scoop cups including ready cups and family packs etc. (to be provided by OMFED at subsidized rates)
- (b) One visi cooler for storing SFM, Curd & milk etc, (to be provided by OMFED at subsidized rates).
- (c) One multi-shelves rack for displaying OMFED products
- (d) One Microwave oven
- (e) One Tea/Coffee vending machine
- (f) Water Dispenser (Aquaguard)
- (g) Air conditioner
- (h) Juicer/ Mixer
- (i) Dustbin

13.3 That the Franchise, Second Part, shall ensure sufficient availability of the following disposable items (having OMFED branding on them) in the Modern Parlours.

1. Disposable paper plates with OMFED branding on them
2. Disposable plastic glasses of 250 ml. for cold coffee, milk shakes
3. Disposable Tea/ Coffee cup
4. Different size packing boxes for take-aways
5. Tissues with OMFED branding
6. Recycle bags for carrying parcels (to be paid by consumers)

- 13.4 That the Franchise shall ensure hygiene through deployment of following accessories.
1. Caps and Gloves to salesman
 2. OMFED T-Shirts to salesman
- 13.5 That the Franchise shall undertake to appoint sufficient employees, staff at its own cost and accountability, for smooth operation of the stall during the specified time from 6 A.M to 10 P.M. The Franchisee shall decide and bear the salary and wages of the employees / staff appointed herein.
- 13.6 That the Franchisee, Second Part, shall at all times, be responsible and liable for all the obligation under this agreement, notwithstanding anything contained in any other agreement and in no event shall there be any liability of OMFED in relation to the operation, Management of modern parlor and food product sold therein.
- 13.7 That the Franchise, Second Part shall make 100% advance payment towards the cost of products through NEFT or in the form of cash/ Account Payee demand draft drawn in favour of the OMFED payable at _____
- 13.8 That the Franchise shall keep the sales and purchase record properly and render all possible cooperation to the OMFED representative for inspecting the same as and when required by the OMFED.
- 13.9 That, if the Franchise fails to indent and lift the products from OMFED for consecutive days without written notice with reason, the franchise shall be liable to be terminated.
- 13.10 That, the Franchisee, shall check the quality and quantity of the products at the time of delivery and no complaints shall be entertained once the delivery is made. Things once sold cannot be taken back.
- 13.11 That the franchisee shall canvass to secure order and push up the sale of OMFED products supplied by the OMFED to the best of its ability and thereafter shall ensure good relation with the consumers.
- 13.12 That the franchise shall neither sell any product, competitive in nature to the products of OMFED nor sell products of any products of competitor dairy brand.

13.13 That the franchise shall deposit a sum of Rupees Ten Thousand (Rs.10,000/-) within seven days of its formal appointment as interest free, refundable security deposit, which is refundable to the franchise on closure of business by the franchise, against written application serving 3 months notice period/ or on termination of agreement due to non-compliance / non-fulfilment of statutory requirements, applicable regulations and other obligations, under the provision of their agreement.

14.0 Term of Agreement

14.1 That this agreement shall be in force for a period of 03 years from the date of execution. However, the agreement may be renewed on proper satisfaction by Competent Authority of the Federation.

14.2 That the OMFED shall reserve the right to add any new clause to this agreement as modify as delete any of the existing clauses during the tenure of the agreement.

14.3 This agreement shall legally bind on the Parties and shall be governed by and construed in accordance with the laws of India. The Courts of Bhubaneswar shall have jurisdiction.

15.0 Others

15.1 That for any legal litigation, the jurisdiction shall be of the courts situated in Bhubaneswar only.

15.2 If the performance of the franchise in terms of sale of OMFED products is found unsatisfactory, under such circumstances, OMFED reserves the right to intervene and terminate the agreement, with 3 months notices, on the ground of unsatisfactory performance.

15.3 That the decision of Managing Director of the OMFED shall be final and binding for any interruption, explanation, clarification regarding this agreement.

15.4 In case of any dispute, the Managing Director of the OMFED will be the arbitrator and his decision shall be final and binding on both the parties.

In witnesses whereof the Parties have set their respective hands on the day, month and year first hereinabove mentioned through their duly authorized representatives.

For and on behalf of

M/s.....

Signed by:

Designation:

Signature:

For and on behalf of:

OMFED

Signed by:

Designation:

Signature

All in the presence of:

1. _____

Name:

Address:

2. _____

Name:

Address: