

**The Ropar Distt.
Co-operative Milk Producers' Union Ltd.,
Mohali**

**REQUEST FOR APPLICATION(RFA)
FOR**

**VERKA MILK BOOTHS in Dhanas &
Maloya- Chandigarh, Kharar, Mohali &
Derabassi (2023)**

Notice and Details for the allotment of Verka Milk Booths

1. The application form to be collected from Verka Mohali Dairy for applying for the sites mentioned as follows:

Verka Milk Booths to be Allotted				
Site No.	Particulars	Location	Category	Monthly Rent
1	Near H. No. 553/C to 560, Dhanas, (Location 'D')	Chandigarh	General	12000
2	Near H. No. 1361/C to 1368, Dhanas, (Location 'G')	Chandigarh	Widow	12000
3	In the Park, Maloya	Chandigarh	General	12000
4	Situated in the premises of Govt. college, Sec-11, Chandigarh	Chandigarh	Widow	4000
5	Near Exit Gate of PGIMER, near APC Centre, Chandigarh	Chandigarh	General	32000
6	Booth no.31/4, Sector 31-D, Chandigarh	Chandigarh	Handicap	8500
7	Open space opp. House no.HL 518-519 adjoining Petrol Pump, Phase-7, Mohali	Mohali	Handicap	4000
8	Situated in the premises of the Civil Hospital Derabassi	Derabassi	Wards of Milk Procurement Society	2500
9	On the road, Village Jandpur	Kharar	Wards of Milk Procurement Society	2500

2. The application fee of Rs. 500 is required to be submitted at the cash counter in Verka Mohali Dairy.

3. The documents description required to be submitted by the applicant in the Marketing Section is as follow:

- a. Application form No. 1
- b. Application form No. 2 (Annexure – A)
- c. Application form 3 with unique Number.
- d. Receipt of application form fees
- e. Demand draft on behalf of application fees (Rs. 25000/-, explained in the terms and conditions document)

4. The earnest money deposition and other payment requirements are mentioned in the detailed terms and conditions of the Verka Booth Allotment process.

5. The applicant's status and the qualification-disqualifications are subject to complete adherence to the terms and conditions and final decision of Verka Mohali Dairy.

6. The sites mentioned above are to be allotted on the basis of the category mentioned and the criteria followed is as per directions of the Verka Corporate Office.

7. The category description for the division of the category and sites is as follows:

Sr.no	Category	Percentage	Allotment Division of Booths
1	General	30 (Thirty)	3 (Three)
2	Wards of Milk Procurement Society (03 year's membership of the Cooperative Society)	25 (Twenty Five)	2 (Two)
3	Handicap	20 (Twenty)	2 (Two)
4	Women headed households	5 (Five)	0 (Zero)
5	Widows	20 (Twenty)	2 (Two)
	Total	100 (Hundred)	9 (Nine)

8. Contact No. for any query : 0172-5039374 and e-mail : mktg.moh@verka.coop

APPLICATION FORM No. 1

APPLICATION FORM No:.....

From

M/s.....
.....',
.....
.....

Telephone No.....
Office.....
Residence.....
Fax:.....

To

The General Manager,
Verka Milk Plant,
S.A.S. Nagar (Mohali).

Sub: Application Document for "Leasing Out 09 Verka Booths in different Locations in Chandigarh, Mohali and Kharar."

Dear Sir.

In response to your Application Notice in the Newspaper dated_____I hereby
submit my offer for **"Leasing Verka Booth for Site no..... Chandigarh/Mohali/Kharar"** as
per your terms and conditions mentioned in the documents on the prescribed application on
website.

Yours faithfully,

(Signature of the applicant)

Paste
Photograph
here

The Ropar Distt.Co-operative Milk Producers' Union Ltd.

Milk Plant, S.A.S. Nagar (Mohali) - 160055

PBX: 0172-272782, 271020, 271784, 271662 Gram: Verka Milk

Fax: 0172-224669 E-mail: mumohali@Verka.coop

Annexure - A

APPLICATION FORM- 2

S.no	Particulars	Status (Yes/No and other details if any)
1.	Whether earnest money of Rs.25,000/- (Twenty Five Thousand only) enclosed? (Amount, Draft No., Dated drawn on) for one booth.	
2.	Whether application form fees of Rs. 500/- (Five Hundred Only) withdeposit receipt is attached.	
3.	Whether citizen of India and domicile/ resident of Punjab/ Chandigarh?, Attach Proof with Two Photographs.	
4.	Whether applying for General category, widow, Women headed households, milk producers' affiliated with the societies/Verka Dairy for minimum past three years (Manager Milk Procurement of Dairy Please Certify the same) or Physically handicapped, if so then Certificate must be attached?	
5.	Whether having education upto12 th Standard? Attach Proof.	
6.	Whether the age of the applicant is between 18 years to 65 years?Attach Proof.	
7.	Preference for the milk booth: (Mention Site no)	
8.	Whether having PAN/GST ;may be mentioned, Attach copy of thesame, if available; otherwise the same may be provided at the time of execution.	PAN: - GST: -
9.	Whether the requirements as laid down under the Food Safety and Standards Act as well as the repealed Act (Known as PFA) are being followed in the earlier works by having the registration /	(Yes/ No)

	License under the Rules and Regulation, if available, otherwise the same shall be provided immediately after the execution of the agreement?	
	Applicant Account detail	Account holder: -
		Account No.
		IFSC Code:

I certify that the above requirements as laid down are supported with the documents required.

(Name and Seal of the Applicant)

The Ropar Distt.Co-operative Milk Producers' Union Ltd.

Milk Plant, S.A.S. Nagar (Mohali) – 160055

Terms & Conditions for applying for the Verka Milk Booth

1. Application Form fees of Rs. 500/- to be deposited with deposit receipt along with other documents mentioned in the notice.
2. Application Forms duly filled alongwith earnest money in the form of Demand Draft of Rs.25,000/- in the favour of **"The Ropar Distt.Co-operative Milk Producers' Union Ltd"** must reach the Milk Plant, Mohali, latest by **05:00 PM** on or before **13/02/2023**.
3. Only one application per person will be entertained for each site/ booth.
4. The Application will be scrutinized and the list of eligible bidders/applicants will be uploaded on the Verka's official website by **20/02/2023** and in case of any dispute it will be entertained and settled by **22/02/2023**. Draw of lots of eligible applicants will be carried out at **3:00 PM on 27/02/2023** at Milk Plant Mohali in the presence of the applicants/ their representative who may wish to be present at the time of draw of lots.
5. That in case the opening date is declared a holiday, then the draw shall be held on the next working day at the same time and place specified above for which no further intimation will be conveyed.
6. The Applications Form should be clearly filled properly in ink, duly signed giving full name and address of the Applicants.
7. If the applicant does not attach the earnest money alongwith the application, his application shall be out-rightly rejected.
8. The Successful bidder shall have to deposit another Rs.25,000/- as Security Amount in addition to Rs.25,000/- as EMD which will be converted into Security amount, which has been fixed at Rs.50,000/.
9. No interest will be paid on the Security/ EMD amount deposited by the Applicants.
10. Eight (8) Verka Booths, shall be leased out on per month rent basis. The list of the booths alongwith the site address is also attached herewith. This rent would be increased by 10% increase over the license fee of first year and similarly the calculation for license fee for subsequent years will be done with 10% increase over the license fee of the preceding years.

11. In case of unsuccessful draw, the refund of EMD shall be made after 15 (Fifteen) days from the draw date in the form of Cheque or through RTGS, NEFT if the Account number with IFSC code number is provided by the applicant.
12. Conditional/Telephonic /Fax/E-Mail Applications are liable to be out rightly rejected.
13. The eligibility criteria for the grant of the license to run Verka Milk Booths may be as under:-
 - i. The applicant should not be less than 18 years and not more than 65 years of age.
 - ii. The applicant should possess minimum qualification of 10+2 from a recognized institution/ Board.
 - iii. The applicant should be bonafide citizen of the India and domicile/ resident of Punjab/ Chandigarh.
 - iv. The 10% of the Verka Booths will be ear marked and specified for physically handicapped persons and disability should not be less than 50% (Fifty percent). The certificate from the Chief Medical Officer of Civil Hospital/ General Hospital, Sec-16/ Govt. Medical College/ PGI, Chandigarh shall be considered and it must be attached with the application.
 - v. In case of non-availability of eligible physically handicapped persons, these Sites shall be open for General Category and the license will be given to the general category candidates after re-inviting applications from the general category candidates through Press.
14. Person already licensing/leasing/ booth holder of Verka in Chandigarh/ Mohali will not be eligible to apply.
15. If the Successful Applicant after signing the Agreement with Milk Plant Mohali, does not take possession to start sale of Verka milk & other Verka products within 15 days from the date of the grant of license, in that case the Security amount of the applicant shall be forfeited.
16. Offers should be strictly according to the terms & conditions during agreement, failing which the same shall not be considered.
17. The sites namely, "**Near H. No. 553/C to 560, Dhanas, Chandigarh (Location 'D')**", "**Near H. No. 1361/C to 1368, Dhanas, Chandigarh (Location 'G')**" and "**In Park, Maloya, Chandigarh**" have agreement of **05 (Five) years** with the concerned authority. The sites namely, "**Near Exit Gate of PGIMER, Near APC Centre, Chandigarh**" " has agreement of **03 (Three) years** with the concerned authority and the sites namely, "**Situated in the premises of Govt College Sector-11, Chandigarh**" "have agreement of **03 (Three) years** with the concerned authority. The renewal of the agreement is subject to approval from the concerned authority and if the renewal is not done, then the booth allotment stands cancelled.
18. The other sites except sites mentioned in point No. 17 have agreement of 33 years which are required to be renewed on the approval of the concerned authority and the booth allotment stands cancelled if the approval is not given by the concerned authority. The agreement between Verka Mohali Dairy and the successful applicant for booth allotted will be of 3 years tenure and

the same will be renewed on 3 year basis after mutual consent between booth holder and the Verka Mohali Dairy.

19. All the terms and conditions for running the booth and instructions are specified under booth holder terms and conditions.

General Manager

The Ropar Distt.Co-operative Milk Producers' Union Ltd.

Milk Plant, S.A.S. Nagar (Mohali) - 160055

PBX: 0172-272782, 271020, 271784, 271662 Gram: Verka Milk

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The Terms and Conditions for Successful Applicant of Verka Milk Booths

1. That in view of the interest/offers made by the licensee, the agreement in the first instance will be for a period of three years, which can be extended for a further period of three years. However, the agreement can be terminated by the licensor at any time at a one month notice without giving any reason there of.
2. That at the time of execution of this agreement, the Licensee shall make a security deposit of Rs. 50,000/- (including Rs. 25,000/- already deposited as EMD) in the form of Bank Draft drawn in the name of **"The Ropar Distt. Co-op Milk Producers Union Ltd., Milk Plant Mohali"** (known as MPM) for the observance of the terms and conditions of this agreement. The security deposit will not carry any interest. The recoverable from him/her, if any, on the expiry of the terms of the agreement or even before the said expiry date can be effected out of the security deposit. The Licensee shall also furnish surety bond on non-judicial stamp papers of the appropriate value as per specimen (attested by Magistrate First Class) from two persons for an amount Rs. 50,000/- each. The sureties shall be jointly and severally responsible in case amount exceeding Rs. 50,000/- is found recoverable by the MPM from the Licensee in the event of default in payment. Any decision of the MPM regarding any amount recoverable from the Licensee shall be final and binding on him/her.
3. That the MPM shall handover the Licensee a temporary constructed/painted Verka Milk Booth on the land allotted by the **Housing Board Chandigarh, GMADA, PGIMER, Govt. College Sector-11, Chandigarh, Public Health System Corporation, SAS Nagar and the Municipal Council Kharar**. The Licensee shall solely be responsible for the proper up-keep and maintenance of the Milk booth and shall also compensate the MPM for any loss due to damage to the structure of the Milk booth. No change/alteration in the structure of Verka Milk Booth shall ever be made by the licensee.
4. That the Licensee would pay Rs...../- (Rupeesonly) per month inclusive Service Taxes license fee of Milk Booth. This license fee would be increased by 10% increase over the license fee of the first year and similarly the calculation for license fee for subsequent years will be done with 10% increase over the license fee of the preceding years. Further, in case of any renewal of the license deed of the Milk booth, licensee shall pay the license fee on the basis of last license fee paid. Besides this, the Licensee shall also be liable to pay ground fee / lease money of the land where booth is set up to the MPM and thereafter MPM shall pay to the concerned authorities, if demanded by them, at any stage, after the statutory deduction to be paid by the concerned authority allotting the booth sites.
5. That the Licensee shall have to buy Deep Freezers, Bottle Coolers for the storage of Verka Milk and other Verka products. The MPM will arrange for electricity connection and installation of electricity meter. The Licensee will be responsible for the maintenance of electricity meter in good condition and for the payment of electricity bill on monthly basis

and in case of any default; the loss caused would be deducted from the running account/ security of the Licensee. On completion of the agreement/ resignation/ termination, the security of the Licensee will be released only after he/she produces "nothing due certificate" from the electricity authority and other authorities concerned.

6. That the MPM reserves the right to terminate the agreement in case it finds it difficult or prejudicial to its interests or in case there is a change in the policy of the MPM regarding the sale of milk and other Verka products through the site of the Milk booth.
7. That the Licensee will himself/herself be responsible to see the feasibility of his/her business and the MPM does not take any responsibility whatsoever about the sale volume or the commercial feasibility of this venture. The benefit of this agreement is personal to the Licensee and he/she shall not under any circumstances transfer wholly or partly any benefit of this agreement to any other third party/ person.
8. That in case of insolvency, death or inability, in any manner, of the surety to meet the obligations of the surety bond, Licensee is bound to inform the MPM at once and arrange alternate surety/sureties to the satisfaction of the MPM.
9. That the MPM will sell Verka Milk and other Verka products to the Licensee at the prices to be fixed by the MPM from time to time and the Licensee shall sell the same to the public at the prices to be fixed by the MPM from time to time. The Licensee will sell Verka milk and other Verka products, throughout the day according to the convenience of the customers. The Milk Booth would have a sign board/ price board/Electronic weighing scale etc.
10. That the Licensee will pay the price of Verka milk and other Verka products to be supplied to him/her every day in the bank notified / Milk Plant by cash/draft in advance and he/she will ensure that sufficient amount is maintained by him/her at all times to cover the quantity of milk and other Verka products indented. If the payment is not so made as provided herein, the MPM shall not supply any milk & other products to them and shall be entitled to terminate the agreement forthwith on this count alone.
11. That the Licensee or his authorized representative shall be available at the time and place of delivery of Milk and other Verka Products and co-operate to take delivery expeditiously. Not finding the Licensee or his representative available to take the delivery, or in the event of undue delay in taking the delivery, the representative of the MPM will unload the whole indented quantity of milk & other Verka products at the settled place at the Licensee's risk and cost. In case, the Licensee refuses to take indented quantity, then he/she will be liable to pay 20% of the price of the goods, indented by him/her as damages and re- processing charges.
12. That in case, the concerned authority for any reason, orders the allotted land to be vacated, then this agreement shall stand automatically terminated and the licensee shall have to vacate and handover the Milk booth to MPM immediately. No compensation against vacation/termination on this account will be paid to the Licensee by the Milk Union/Plant Mohali.

13. That the Licensee will not sell any other products, except Verka milk and other Verka products supplied by the Milk Union/Plant. No eatable shall be cooked in the premises of the Milk Booths. In case of any infringement of this clause, penalty @ Rs. 25,000/- per day shall be imposed on the defaulter licensee apart from terminating the license, in addition to forfeiture of security. The Licensee shall abide by all instructions and directions, issued by the MPM from time to time.
14. That the milk in pouches will be supplied in Trays to the Licensee at his/her premises, at the time convenient to the Milk Union/Plant, on the basis of indent placed by the Licensee at least one day in advance. The MPM will try to meet the demand placed by the Licensee but the regularity and/or certainty of supply of the quantity indented from the MPM is not guaranteed. The Licensee will be issued adequate number of trays on cost by paying advance payment to be used for the supply of Milk Pouches.
15. That the MPM shall accept only Milkfed/Milk Union/Plant stamped/ marked trays. The licensee shall get these empty trays from MPM against payment as fixed by the MPM from time to time.
16. That the Licensee shall maintain storage and cooling of milk & other Verka products for sale to the public at his/her own expenses. The Licensee will also clean the empty trays and shall maintain hygienic standards at his premises. The licensee shall keep a certified weighing machine for weighing of pack of milk & fresh milk product to enable customers to weigh the contents, if so desired by them. The licensee shall also display a notice at a conspicuous place in the milk booth premises requiring the customers to check the weight of an item being purchased by them, if they so desire. The weighing machine shall be kept in accurate working condition by the licensee at all times.
17. That the MPM will supply Verka milk and other Verka products of the requisite quality to the licensee. Once the Verka milk and other Verka products are delivered to the Licensee, it will be his/her responsibility to maintain the same quality of Verka milk and other Verka products supplied by the MPM to him/her for sale to the customers. The title of the Verka milk and other Verka products will pass to the Licensee immediately on the delivery.
18. That the Licensee shall strictly comply with the guidelines of the concerned authority and other laws, rules and regulations, orders and directions apart from instructions, orders and directions issued by the MPM which may be in force from time to time regarding the maintenance of strict standards of cleanliness of the premises etc.
19. That the MPM shall have the authority for the inspection of Licensed premises, its Vehicles and collection of samples of Verka milk and other Verka products at any time for checking quantity and quality by its representative and/ or by the concerned authority and other statutory and /or administrative authorities concerned. In the event of variation, if found,

in the quantity and quality of Verka milk sold by the licensee, the MPM shall be entitled to terminate the agreement forthwith. This will be without prejudice to the other rights/interests of the Licensor i.e. Milk Union/Plant.

20. That once Verka milk and other Verka products are delivered by the MPM to the Licensee, the MPM will not accept back any unsold or spoiled Verka milk and other Verka products from the Licensee under any circumstances. However the MPM undertake to replace Verka milk and other Verka products with genuine quality /quantity problem after due inspection.
21. That the Licensee shall comply with all the legal requirements in connection with the sale of Verka milk and other Verka products or matters connected with or incidental thereto. The licensee must furnish an affidavit duly attested by the Notary to the effect that Verka milk and other Verka products of good quality / quantity after weighment have been sold to the customers and one copy of the affidavit shall be supplied by him/her to the Weight & Measure Department of the concerned area for the information and record. The licensee will ensure to comply with the provisions of the Food Safety & Standards Act, 2006 with latest amendments and will arrange the license under requirements of rules and regulations framed there-under, if any.
22. That the consumers complaint, if any, will be immediately forwarded to the General Manager of the MPM by the Licensee so that it is attended to promptly. In any instance where it is established that the complaint is on account of licensee's negligence, the licensee shall be required to make good the losses to the consumer and/or to the MPM as the case may be. The decision of the General Manager shall be final and binding in the case.
23. That any breakage, leakage, damage etc. occurring at the licensee's premises or in his custody, shall be licensee's responsibility.
24. That the MPM reserves the right to appoint without prior notice at any time, any number of licensee on the adjoining/nearby area in which the licensee is operating and the licensee shall have no objection and shall not be entitled for any compensation/damages etc. from the MPM.
25. That the licensee shall have no right or action to be taken against the MPM for the non-supply, delay, shortage, irregularity etc. in the delivery of Verka milk and other Verka product due to any reason whatsoever.
26. That if the licensee commits any breach of the term and conditions of this agreement and/or violates the instructions/ direction /orders issued from time to time or in any way

acts against the interest of the MPM or acts in any manner which may adversely affect the Milk Union/Plant's business interests or commits any act which is incompatible with the continuance of this agreement, the MPM shall terminate this agreement forthwith without any notice and without assigning any reasons, therefore. Further the MPM may withhold dues of the licensee lying with the MPM for adjustment against any loss or damages which the MPM may have suffered or is likely to suffer for the said action on the part of the licensee.

27. That the licensee will indemnify and always keep indemnified the licensor against any or all claims, liabilities, losses, costs and damages (including legal costs and expenses) arising directly or indirectly in connection with or related to licensee's conduct of business, licensor's exercise of any right pursuant to the agreement or any act or omission by any representative of licensor other than where any such claim, liability, loss, cost or damage arises solely due to the licensor's fault or negligence.
28. That this agreement between the licensor and licensee is a commercial agreement and relationship of employer-employee does not come into existence between MPM and the licensee. The licensee therefore, is not to be considered as an employee of the licensor i.e. MPM for any purpose.
29. That in case of any dispute or difference of opinion arises at any time between the parties in respect of this agreement or concerning anything therein contained; the same shall be referred to the sole arbitration of the Managing Director, The Punjab State Coop. Milk Producers' federation Ltd., 153-55, Sector 34-A, Chandigarh or his/her nominee and the decision of the arbitrator shall be final and binding on both the parties. The arbitration proceeding shall be conducted under the Arbitration & Conciliation Act 1996 as amended from time to time.
30. That the Civil Court at the (concerned District) i.e. S.A.S. Nagar, (Mohali) shall have the territorial jurisdiction.
31. The agreement of the above terms and conditions are required to be submitted by the successful applicant after the draw process in the specified format to be taken from Verka Mohali Dairy Marketing Section.

General Manager