

## **Policy for the Allotment of Vita Milk Booths by the Cooperative Milk Producers' Unions**

1. Milk Unions will allot Milk Booths to applicant after screening their applications by **a committee of the following:**
  - a. Chairman of the Milk Union
  - b. Nominee of the Federation (Federation Nominee on the Board of Milk Union).
  - c. CEO Milk Union
  - d. Incharge (Mktg) Milk Union.
2. **Booth will be allotted to the eligible candidate/applicant through interview system by the committee proposed in Point No. 1 as above.**
3. **Further provisions/ procedure for allotment are:-**
  - a. In case of booth sites allotted by any Govt./Semi-Govt. Agency in the name of a person or sites in RWAs i.e. Residents Welfare Associations/Group Housing Societies or applicant's own site.
    - i. If a person arranges a place for sale on his own in a commercially viable place, supplies may be given to such person through distributors on cash & carry basis.

**Clarification:** The booth structure cost and other operational expenditure shall be borne by the allottee. The allottee shall be required to enter into an agreement with CEO of Milk Union concerned and shall deposit a security of Rs. 50,000/- with Milk Union. The allottee shall abide by all terms and conditions of booth allotment policy.
    - ii In such cases the responsibility of payment of rent, electricity & water bill etc. shall be that of the applicant and the Milk Union will not be responsible in any manner for the same.
    - iii In case of by name allotment by any department to the applicant, allottee may be allowed to fabricate the booth as per design/ specification of HDDCF.
  - b. In case of booth sites allotted to HDDCF by HUDA, Urban Local Bodies, Market Committees, Universities, Sugar Mills, Hospitals or any Other Govt. Agency. The booth will be allotted by inviting applications from the general public by publishing notice in newspapers.
    - i) **Eligibility Conditions:**
      - Earlier, the resident of the same district can apply for the Vita booth. To get more response, the clause of same district has been replaced with resident of Haryana. In case of booth located in other States/UT, resident of Haryana or State/UT where the booth located can apply for booth.
      - The applicant should have minimum qualification of matriculation
      - The age of the applicant should be 18 years to 55 years on the last date for submission of applications.
      - The applicant should have bank balance of at least Rs. 50,000 during any six months in the last two years.
      - Existing allottee will not be eligible to apply.

**ii) General conditions to apply.**

- Processing fee of Rs. 500/- only will be deposited by the applicant along with the application which will be non- refundable.
- An amount of Rs. 50,000/- per booth (other than an RCC booth) will be deposited by the applicant along with the application form in the shape of Demand Draft, in favour of Milk Union concerned, which will be refunded without interest to the unsuccessful applicants, once the process of finalization of the allotment is completed. For an RCC booth the security will be Rs.100000/-.
- An affidavit shall be given by the allottee that he will not sub-let, transfer, sell, sub-lease, mortgage or dispose of in any other manner, a part, or whole of the allotted milk booth to anyone else. In case it is found that booth has been sublet, sold, transferred, sublease, or mortgaged to any party by the allottee, the allotment will be cancelled immediately.
- The booth will have to be made functional by the allottee within a period of one month from the completion of structure and installation of electric meter; otherwise the site of booth will be cancelled and allotted to the next in waiting list.

**(iii) Reservation Policy in Allotment of Vita Milk Booths to the different categories :-**

Category	Percentage
Women/War Widow	10%
Disable/All Disability- Physical Handicapped/Special needs person with special disability	5%
Ward of Milk Produces affiliated with Societies of Milk Union (VITA ) at least for 3 year	5%
Scheduled Cast	10%
Backward Cast	10%
Ex-servicemen of Defence Forces	10%
General Public	50%

**Maintenance of Roaster Register – Sr. No. of booth should be allotted to each category as below :**

Sr. No.	Category	Sr. No.	Category
1	Physical Handicapped with all disabilities	11	General
2	Women /War Widow	12	Women /War Widow
3	SC	13	SC
4	BC	14	BC
5	Wards of Milk Producers	15	Ex-servicemen of Defence Forces
6	Ex-servicemen of Defence Forces	16	General
7	General	17	General
8	General	18	General
9	General	19	General
10	General	20	General

For compliance, the roaster of every 20 booths shall be maintained at each Milk Union level as per policy and details given below:

Category	Percentage	Nos of Booths
Women/War Widow	10%	2
Disable/ Disability-Physical Handicapped/ Special needs person with special disability	5%	1
Ward of Milk Producers affiliated with Societies of Milk Unions (VITA) at least for 3 year	5%	1
Schedule Cast	10%	2
Backward Cast	10%	2
Ex-servicemen of Defence Forces	10%	2
General Public	50%	10
<b>Total</b>		<b>20</b>

- (i) The booth site reserved for Ex-servicemen of Defence Forces will be published by CEOs of milk Union concerned indicating that this site will be allotted to the candidate recommended by Directorate Resettlement Zone, West (DRZW).
- (ii) This reservation roaster of each 20 booths shall be carried forward in the record for further allotment till completion of 2 Financial Years. Proper record to be maintained in Union.
- (iii) If the Candidate is not available (eligible) in their category as per advertisement given in newspapers during the 2 Financial Years as per policy, the approval of de-reservation of that category for No. of booth will be taken from MD and the booths may be allotted to other categories whichever available and eligible in last waiting list or as per process.
- (iv) Fresh roaster record will be started and maintained after every 2 Financial Years or earlier, in case complete 20 booths are allotted as per Roaster System.
- (v) In case of ward of Milk Producers, only 1<sup>st</sup> Blood relation will be considered.
- (vi) Against one Aadhar Card address ID only one Milk booth will be allotted.
- (vii) Existing Booth allottees will not be considered to apply.
- (viii) A waiting list may also be prepared at the time of finalization of interview process on merit basis so that Vita milk booth can be allotted to the eligible candidate of waiting list, if the allottee refuses to run the booth within a period of 03 months after allotment of Vita milk booth.

**4. (a) Revised guidelines for providing financial assistance to the applicants of BPL category under Mukhyamantri Antoday Parivar Utthan Yojna while allotting Vita Milk Booths :**

- (i) The fabrication cost of the booth for the owned/private land will be borne by the applicant.
- (ii) The security amount of Rs. 50,000 is fully relaxed.
- (iii) Visi Cooler /Deep Freezer will be provided against security amount of Rs. 5,000/-
- (iv) Processing fee will be only Rs. 100/-
- (v) The supply of Vita Milk and milk products will be made on cash and carry basis.

(vi) The site at Govt. land will be allotted by the committee comprising of members from Concerned Department and HDDCF. In this case, fabrication expenditure of the booth will be borne by HDDCF.

**(b) Financial Assistance to the Divyang Children while running Vita Milk Booth at various Govt. Senior Secondary Schools identified as IED Resource Centre by Education Department Haryana.**

(i) Deep Freezer/Visi Cooler for storage of Vita products will be provided by the Milk Unions against security of Rs. 5,000/- each item.

(ii) Security Amount of Rs. 50,000/- is fully relaxed.

**5. Norms fixed in the interest of Vita business:**

i)

- Targets for sale of milk and milk products for each milk booth shall be fixed by CEO of the Milk Union concerned.
- The sale of Vita milk and milk products at booths shall be reviewed in three months. In case there is no sale found and allottee fails to achieve the targets consistently, the allotment of the booth shall be cancelled by the CEO of Milk Union after giving the allottee a notice.

ii) Security is fixed Rs. 50,000, which is non interest bearing, will be paid by the allottee as Milk Booth's Security against rent of HUDA/ other institutions & other dues. If at any stage, he leaves/ vacates the Milk Booth without depositing timely rent of HUDA/ other institutions, it will be adjusted from his security amount.

iii) The booth will be constructed by the Milk Union to have better control over the booth and to avoid problems in vacation of booth in future. The electricity connection & civil works etc. will be procured/done by the allottee and expenditure will be borne by him.

iv) Where construction of Milk Booth (RCC) is involved the same will be got constructed by concerned Milk Unions so that the allottee could not claim its ownership and it remains the property of Milk Union concerned. For such milk Booth the security to be deposited will be Rs. 100000/- (One lakh) which is non interest bearing.

v) In the case of death of booth allottee, the booth may be transferred to his/her nominee on submission of an application alongwith transfer fee of Rs.2500/- and supportive documents. Otherwise, the booth shall be surrendered to the Milk Union concerned or the Milk Union will take over such booth.

vi) Temporary arrangement of running a booth vacated by an allottee may be made by the respective CEO as per situation/ requirement till the same is allotted to another person.

vii) Rs. 5000/- will be charged from an allottee for whom the installation has been done by the Milk Union. Rs. 2500/- on account of up-rooting will be charged from an allottee who surrenders the booth due to his/her inability to run the allotted booth.

- viii) A penalty of Rs. 5,000/- and Rs. 10,000/- at First and Second instances respectively shall be imposed in case an allottee is found indulging in selling non-permissible item. On third occasion, the allotment of booth will be cancelled.
- ix) The record of sale of Vita milk and milk products shall be kept by each allottee. The premises can be checked by a representative of Milk Union concerned for this purpose.
- x) The CEO of Milk Union shall be required to enter into an agreement with the allottee of booth.
- xi) Following items shall only be allowed to be sold from the booth in addition to the Vita milk and milk products:
- (a) Bread (b) Mineral Water (c) Eggs (d) Toffees/ Chocolates/ Branded Biscuits & readymade Patties (e) HAFED/NAFED products allowed as per agreement with HDDCF/Milk Unions (f) Any other items as per agreement with the agency allotting the land.
- (g) **Vegetables & Fresh Fruits allowed for sale at all Vita Milk Booths in Haryana and Chandigarh and the responsibility of Booth allottees will be as follows:-**
- Keeping fresh/healthy vegetable/fruits for sale.
  - Keeping milk products and vegetable/fruits separately so that smell of vegetable and fruits doesn't affect Vita milk and milk products.
  - Maintaining and cleaning of all type of unsold vegetable/fruits.
  - Keeping hygiene at booths.
  - Disposing off waste to keep the environment clean, Dustbin with lid to be kept in all booths to keep away the flies and insects.
- (h) **Ready to Eat Products allowed for sale at all Vita Milk Booths in Haryana/Chandigarh/NCR as per MOU signed between HDDCF and other organizations as follows :-**
- M/s Markfed Punjab (SOHNA), Chandigarh;
  - M/s HPMC; Shimla (HP);
  - M/s ITC Ltd (M/s S.S Enterprises, Hisar);
  - M/s Fatehabad Ekta Honey Ltd.
  - M/s Atulaya Beemaster Producer Company Ltd.
  - M/s Lifestyle Foods Pvt. Ltd, New Delhi (Chukde Spices)
  - M/s Nature Farms & Beyond, Chandigarh (Amla Honey Candy)
- xii) **Other terms and conditions of Vita Milk booths to be incorporated in appointment letters by concerned Milk Unions as per location of booth and market trend on following lines with clarifications :-**
- 1) The allotment of Vita Milk Booths will be renewed after every 2 years based on their sale performance and to avoid any chance of subletting the booth.
  - 2) M.S. structure to be provide by Milk Union free of cost with installation charges.
  - 3) The electricity connection & civil works etc to be procured and expenditure to be borne by the allottee.

- 4) The milk booth will have to be made functional within a period of one month after the completion of structure and installation of electric meter otherwise the site of booth will be allotted to the next in waiting list.
- 5) The sale of Vita milk and milk products at booths shall be reviewed in three months.
- 6) The allottee shall pay the rent as per the rate fixed by the owner of site and shall abide by their terms and conditions in addition.
- 7) The timings of opening and closing of booth shall be as fixed by the Milk Union.
- 8) The supply of milk/milk product shall be on cash & carry basis through distributors of Unions or as per direction by Milk Unions concerned and as per rate list of Milk Unions
- 9) The allottee shall display the rate list of articles at booth alongwith the Telephone Nos. of concerned Milk Union officials, for lodging complaints/suggestions.
- 10) The allottee shall display Vita glow-sign board with Vita logo on booth as per design approved by the Federation/Milk Union.
- 11) A penalty of Rs. 5,000/- and Rs. 10,000/- at First and Second instances respectively shall be imposed in case an allottee is found indulging in selling non-permissible item. On third occasion, the allotment of booth will be cancelled.
- 12) The allottee of booth will have to execute an agreement on non judicial paper of Rs. 100/- as per specimen with concerned Milk Union. The security paid for the milk booth is non interest bearing.
- 13) No alteration or addition in booth structure shall be done by the allottee. No encroachment will be made by the allottee near booth's entrance and at its sides.
- 14) An affidavit shall be given by the allottee that he will not sub-let, transfer, sell, sub-lease, mortgage or dispose of in any other manner, a part, or whole of the allotted milk booth to anyone else. In case it is found that booth has been sublet, sold, transferred, sublease, or mortgaged to any party by the allottee, the allotment will be cancelled immediately.
- 15) In the case of death of booth allottee, the booth may be transferred to his/her nominee on submission of an application alongwith transfer fee of Rs. 2500/- and supportive documents. Otherwise, the booth shall be surrendered to the Milk Union concerned or the Milk Union will take over such booth.
- 16) D- freezer and a visi-cooler will be installed by allottee for the preservation and maintenance of quality of Vita milk & milk products.
- 17) No visi-cooler/D-freezer of any other company or competitive brand shall be installed at Vita milk booth by allottee.
- 18) That the allottee shall keep the booth & surroundings in neat, clean and hygienic condition.
- 19) The allottee i.e. the operator of milk booth should wear clean and presentable dress
- 20) The allottee shall maintain peaceful atmosphere at the booth and will be courteous with the customers

- 21) The booth allottee will not sell any dairy product other than Vita milk and milk products & other products which are not permitted by Vita federation/Union.
- 22) Targets for sale of milk and milk products for each milk booth shall be fixed by CEO of the Milk Union concerned. In case the allottee fails to achieve the targets consistently, the allotment of the booth shall be cancelled by the CEO, after giving the allottee a notice and personal hearing.
- 23) The record of sale volume of Vita milk and milk products to be kept and maintained by booth allottee which is mandatory and could be checked by official representative any time
- 24) No replacement of leakage will be allowed. However the replacement for actual balance quantity can be given if the quality complaint is substantiated.
- 25) The allottee shall not display any private advertisement in or on the allotted milk booth. He shall not use this booth for the private purposes.
- 26) If at any stage, the allottee leaves/vacates the booth without depositing the rent of HUDA, Urban Local Bodies, Market Committees, Universities, Sugar Mills, Hospitals or any Other Govt. Agency, the pending rent will be recovered from his security amount.
- 27) The CEOs of Milk Union has right to amend or cancel without any notice the contract/allotment or impose penalty, if allottee is found violating the terms and condition or instructions issued to allottee from time to time.
- 28) If complaints are received with regard to lack of proper service or adulteration or malpractices, charging higher rate, then the CEO of Milk Union concerned reserves the right to take appropriate action including cancellation of the booth and cancellation of his relationship, without assigning any reason.
- 29) The allottee of milk booth shall vacate the booth immediately if so instructed by CEO of Milk Union concerned. In the event of non compliance of such instructions officer incharge of Milk Union will take over such booths. In the event of failure of the booth allottee to give peaceful possession of booth on the expiry of the date of agreement or contract or termination of contract or agreement, he shall be liable to pay Rs. 200/- per day as liquidated charges for wrongful continuance.
- 30) The dispute, if any, shall be referred to by either party to the Chief Administrative Officer of the Federation as Sole Arbitrator and the decision of Arbitrator shall be final & binding on both parties.
- 31) "The allottee shall be responsible for maintenance of the booth in proper condition. It shall be his responsibility to carry out the required repairs and repaint the booth at suitable intervals".

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