

**(On the Stamp Paper of Rs 100/-)**

**GUJARAT COOPERATIVE MILK MARKETING FEDERATION LIMITED,  
AMUL DAIRY ROAD, ANAND 388 001(Gujarat)**

**TERMS AND CONDITIONS OF TRANSPORT CONTRACT  
FOR REF. PRODUCTS: 2015-2016**

This agreement is made on ----- day of -----  
between M/s-----, a Partnership  
firm/ Sole Entrepreneurship/ Pvt. Ltd. Co./ Ltd. Co. represented by its Managing Partner  
/Owner/ Managing Director, Shri. -----, having its place of business at,--  
----- hereinafter referred to as the Transport Carrier and the Gujarat Co-operative Milk  
Marketing Federation Ltd, a co-operative society registered under the Gujarat Co-operative  
Society Act, 1961 having its Registered Office at Amul Dairy Road, Anand 388 001  
hereinafter referred to as the Federation, which expression shall unless repugnant to the  
context or meaning thereof include all legal administrators and assigns of the other part :

Now it is hereby agreed by and between the parties hereto as follows:

## Article 1 (Definitions)

- 1.1.1 Committed vehicle means a vehicle committed on monthly basis / quarterly basis or Annual basis which would be used exclusively for Federation by the Transport Carriers for transportation of Federations Products
- 1.1.2 Crates means the plastic jali crates in which outer of the said product are stored and in which they are transported.
- 1.1.3 Insulated container means the insulated container fitted on the chassis of the refrigerated van, the interior of which can be refrigerated.
- 1.1.4 Product means any goods delivered by the Federation or its Production Units to be transported by the Transport Carrier under specific temperature in the insulated vans.
- 1.1.5 Refrigerated Unit means the equipment fitted on the insulated container, which by means of power drawn from a self-contained engine using diesel fuel or from an external main electric supply refrigerates the interior of the insulated container.
- 1.1.6 Refrigerated Van means motor vehicles, which are commercial vehicles, equipped with refrigeration units and insulated containers within which a specified low temperature can be achieved and maintained by the refrigeration unit, the entire equipment being built to the specifications agreed between the Transport Carrier and the Federation.

## TERMS OF CONTRACT AGREEMENT

- 2.1.1 That vide agreement executed between the Federation and the Transport Carrier, the Transport Carrier has agreed to transport the Ice Cream and other dairy products marketed by Federation to all over India, as may be directed or requisitioned by the Federation from time to time.
- 2.1.2 The Transport Carriers undertake to transport the said product diligently, carefully and take all reasonable precautions to protect them from rain, storm, dust, quality deterioration and damage, and maintain them at the temperature specified in **clause 2.1.4 below**. The Transport Carriers specifically undertake complete responsibility for the storage of the said products at the prescribed temperature specified in clause 2.1.4 below as long as they are entrusted to their safe custody, and accept liability for any damage either due to spoilage or otherwise to the said products entrusted to them.
- 2.1.3 The Transport Carriers undertake to protect the Federation's product under the same conditions as specified in **clause 2.1.4 below** and be responsible for any damage to the said product even if there is any delay in unloading the consignment at the destination and even if in an exigency the consignment has to be diverted to a different destination or returned to the place where from it was despatched.
- 2.1.4 The Transport Carrier undertake to ensure that the temperature of the interior of the insulated container is to be pre cooled at  $-10^{\circ}\text{C}$  before loading of products and always maintained air temperature of container at a constant  $-22$  degree Celsius ( $\pm 2$ ) during transit till the product is fully unloaded at the destination. The Federation and

- its Agents will be at liberty to check the temperature at anytime in the interior of the insulated container at any time during this period or immediately before unloading the crates from the refrigerated van, to verify the compliance of the Transport Carriers with this condition.
- 2.1.5 The Transport Carriers specifically undertake to supply uninterrupted power to the refrigeration equipment when the insulated container is loaded with the Federation's product, and not attempt to control the temperature manually by periodic switching on and switching off of the power supply.
  - 2.1.6 The Transport Carriers are not permitted to carry other goods along with the Federation's product in view of the danger of the Federation's product getting tainted in colour, smell, taste, appearance or any other manner form contact or proximity to other goods.
  - 2.1.7 The Transport Carrier shall comply with all reasonable requests and instructions made by the Federation which the Federation deems desirable for rapid and efficient distribution of its products and in order to stimulate sales. With this in view, the Transport Carriers undertake to place their refrigerated vans at the Federation request at any time of the day or night, with reasonable prior notice, with the requisite crew thereof with the refrigerated van and all equipment functioning as per specifications. If the Transport Carriers fail to provide a refrigerated van within the Federations specified time transit time period, The Federation reserves right to contact an alternate Transport Carrier to lift the consignment. In such cases, any loss incurs to Federation in despatching the consignment, will be recovered from the Transport Carrier.
  - 2.1.8 All responsibilities and risks inherent in the storage and transportation of the said products once entrusted to the Transport Carriers, including those arising from malfunctioning of the equipment, or acts of omission or commission by the Transport Carriers or their employees, or strikes by the employees of the Transport Carriers, or shortage of fuel or electric power, or failure to observe any instruction given by the Federation or its representative will be on the account of The Transport Carriers. The value of any stocks, which are damaged in the custody of the Transport Carriers, will be calculated as mentioned in clause herein below. The quantity of product so damaged will be destroyed by the Federation and not handed over to the Transport Carriers even though the Transport Carriers would be debited for the value of the product. Signature of the driver or any other representative of the Transport Carriers on appropriate documents will be taken as adequate acknowledgment of the occurrence of damage. In case of damage to the product the Transport Carriers will be expected to transport the damaged goods in refrigerated condition back to the nearest place where the Federation could inspect them, at Transport Carrier's own cost and risk.
  - 2.1.9 If there has been any breach or default on the part of the Transport Carriers, the Transport Carriers will be liable for any damage to the Federation product entrusted to them and the Transport Carrier will be liable to pay the Federation the full value of the quantities of the product which is damaged while in their custody, irrespective of the nature or extent of the damage.
  - 2.1.10 In case of any claim by the Federation on the Transport Carriers for loss, the Transport Carriers will be debited by the Federation at the sale price inclusive of sales tax and other duties applicable. In addition the Federation will debit the Transport Carriers pro-rata freight charges on that consignment.
  - 2.1.11 The Transport Carrier undertake to be responsible for the safe custody and

- transportation of the said product from the time the goods are handed over to their representative, their agents or servants till they are delivered to the respective destination (s) as directed by the Federation in the manner specified and / or varied from time to time and agreed upon between the Transport Carrier and the Federation.
- 2.1.12 The Transport Carrier undertake to bring back the empty container (Plastic Jali Crates) returned by either the Federation or its Distributors to their point of origin as and when required by the Federation and will account for the number of Plastic Jali Crates returned.
- 2.1.13 Apart from the liability of the Transport Carriers as an entity, it will also be the liability of the proprietor/each of the partners, as the case may be (referred to as Constituents) to make good any claims arising out of loss, shortages, short delivery or non-delivery, late delivery or damage or destruction of the Federation goods for any reason whatsoever. For this purpose, the Carriers and the constituents do hereby authorise the Federation to recover the claims in the manner provided in clause 2.1.13a / 13b.
- 2.1.13a. All statutory dues levied by any statutory authority on the transport carrier with respect to the transportation shall be borne by the transport carrier. Further all statutory payments with respect to the staff employed by the transport carrier, shall also be the responsibility of the Transport Carrier. If for any reason, the Transport Carrier is unable to make payment of dues payable by the Transport Carrier, Federation may arrange to make payment and adjust the same against the dues payable to the Transport Carrier or from the Bank Guarantee. If adjustment is done from the Bank Guarantee, then the Transport Carrier will make up the amount in a manner as decided by Federation.
- 2.1.13.b All Statutory payments with respect to the product shall be borne by Federation. However considering the nature of operations, if the Transport Carrier is required to pay any payments, it shall do so and recover same from Federation against valid receipts.
- 2.1.14 The Transport Carriers undertake to be responsible for any misconduct of whatsoever Nature and or any act or omission of any of their employees, servants, representatives and such other personnel lawfully in possession of the goods of the Federation which adversely affects or is detrimental to the interests of the Federation.
- 2.1.14.1 ANNEXURE-A hereto, sets out the status/ composition / constitution of the Transport Carriers and the attested signature of the Authorised Representative (s) to deal with the Federation for all purposes and intent of this agreement.
- 2.1.14.2 ANNEXURE-B hereto sets out the mutually agreed rates, terms and conditions governing such rates and other details for carrying such goods
- 2.1.14.3 ANNEXURE-C hereto, the Transport Carrier has to provide the details for all vehicles in the enclosed format.
- 2.1.14.4 ANNEXURE-D states the agreed schedule of distances and transit times between the despatching point and different destinations and is subject to correction from time to time after discussions between the Transport Carriers and the Federation. It will be communicating to you through exchange of letter, which will become part of this agreement.
- 2.1.14.5 ANNEXURE-E- Format of CN cum DMR (Consignment note cum Daily movement Report)

- 2.1.14.6 ANNEXURE-F- Summary of CN cum DMRs (to be furnished in the attached format) alongwith the freight bill.
- 2.1.14.7 Annexure-G- Format for informing to GCMMF in case of damage of consignment enroute due to failure of ref. plant of / accident of Vehicle.
- 2.1.15 It is mutually agreed that the rates in mentioned in LOI (Letter of Intent) are to remain in force for the period specified therein, and in case of any changes that may be agreed to from time to time the same will be given effect to by amending the LOI in the manner prescribed therein.
- 2.1.16 The freight should be calculated from the date of starting of transportation of vehicle.
- 2.1.17 Rate for supplement km if any arise at the end of transport contract will be considered as per the lowest rate during the contract period of that vehicle.
- 2.1.18 As the rate of freight is depend on the age of vehicle, therefore the model year of vehicle to be considered on the basis of year of manufacturing or Ist registration of vehicle, whichever is later.
- 2.1.19 The Transport Carriers undertake to ensure that when they place a refrigerated van for loading at the specified time, it would have attained the required temperature after completion of sanitation and hygiene procedures as prescribed in the Operating Procedure. After loading, the loaded van must move out immediately and reach its destination within the specified number of hours, inclusive of unloading time, which will be prescribed separately in the agreed schedule. The total time inclusive of unloading time will be considered to be the transit time for the onward journey.
- 2.1.20 The Transport Carriers also agree to pay the penalty as per terms of contract regarding non-placement of refrigerated vans, late placement of refrigerated vans, or late delivery of goods. This is apart from damages, if any, caused to Federation.
- 2.1.21 The Federation will have the right to adopt any other mode of transportation and/or engage any other transporters / contractors or Transport Carriers or persons for the purpose of transporting the goods at such rates that the Company may think proper.
- 2.1.22 No claim will be lodged against the Federation by the Transport Carriers on the adequacy or otherwise of the transportation work given to the Transport Carriers.
- 2.1.23 As required under Section 194C of the Income Tax Act, income tax will be deducted at source from freight charges payable on transportation contracts.
- 2.1.24 Either party to this agreement may also terminate this agreement prematurely without giving any reason by giving the other side three months advance notice.
- 2.1.25 Termination of this Agreement howsoever caused or occurring shall be without prejudice to the rights of either party against the other accrued till the date of termination.
- 2.1.26 The Transport Carriers hereby expressly agree that termination of this Agreement however caused under clause 2.1.24 or clause 2.1.25 herein above shall in no event entitle the Transport Carriers to make any claims for damages or other compensation in consequence of such termination.
- 2.1.27 In the event of any dispute or difference arising between the parties to this Agreement touching any of the matters or things hereunder, whether such dispute or difference shall arise during the continuance of this Agreement or after the termination hereof, shall be referred to CGM /MD of GCMMF LTD whose decision will be final& binding. In case of any dispute to be referred to court than court at Anand shall have jurisdiction for the same
- 2.1.28 It is agreed by and between the Parties that such of those contingencies, issues and other matters that are not covered in this Agreement and the Annexure thereto but

which may be of material importance or relevance for more fully giving effect to the purpose and intent of this Agreement will be jointly discussed and resolved by appropriate documentation.

- 2.1.29 Federation has right to load any type of product viz, frozen, chilled or dry during any leg of the journey for which Federation is paying as per the LOI.

### **DOCUMENTATION: SHORTAGE / DAMAGES / ACCIDENT**

- 3.1.1 The Transport Carrier shall comply with all the requirements that are requested by the consignee such as shortage/damage certificates and also comply with other formalities as will be necessary for filing claims for transit damages on Insurance Company under transit insurance policy, such as acknowledgment of claims notices providing FIR, photographs, police reports etc.
- 3.1.2 In cases of shortages, breakages, damages or goods having been delivered in unsound conditions, Transport Carrier's representatives present at the time of delivery of consignment, will have to first acknowledge such shortages and damages by signing the Delivery Examination Report prepared at the time of taking delivery of the consignment.
- 3.1.3 A claim / damage notice covering the entire quantity and value of damages would then be served in duplicate on local/designated office of the carrier firm. The carrier firms would be required to return copies of such claim/ damage notices duly signed and rubber stamped by the authorised representative of the carrier firm in acknowledgment of damages, within 10 days from the date of serving such notice to the Transport Carrier. This is an essential requirement for filing claims for transit damages on insurance company under our transit insurance policy.
- 3.1.4 Please note that carrier firms would be required to acknowledge full quantity and value of damages. However, their liability will be limited, only to the extent of claims lodged but not settled by the Insurance Company.
- 3.1.5 In case of all Survey Claims, transport carrier will be required to issue a separate shortage/ damage certificate on their letter-head covering the entire quantity of damages as reported in the corresponding claim/damage notice served on them as referred above.
- 3.1.6 The Federation will cover the products under **Transit Insurance Policy against risk of Accident and TPND (Theft / Pilferage and non delivery) of consignment.**
- 3.1.7 **However in other cases damage amount in excess of Rs, 5000/-per consignment to be borne by Federation + Insurance co. Damage amount more than Rs5000/- to be recovered from the transporter towards transit loss would be recovered from Transport Carriers as transit damage other than clause mentioned in 3.1.6.**
- 3.1.8 In case, carrier firms fails to acknowledge claim/damage notices served on them by not returning copies of claim/damage notices within 10 days as indicated clause 3.1.3 above, entire value of claim amount shall be recovered from the freight bill of the carrier.
- 3.1.9 Once the recovery is made from the Carriers freight bills, Federation will not file such claims on Insurance Company thereafter even if claim/ damage notices are acknowledged subsequently.
- 3.1.10 The Delivery Examination Report and claim/damage notice referred in clause No.3.1.2 and 3.1.3 above respectively will be considered valid documents in confirmation of shortage and damage to the consignment delivered and in no case

carriers would dishonour their calim/responsibility in this regard.

- 3.1.11 The Transport Carrier should reply to all the notices served on them by Federation in accordance with the normal practice for the goods carried at owner's risk. If the Transport Carrier fails to reply, all liability for damages/shortages will be on account of the carrier.

#### **ACCIDENT/ HEAVY DAMAGES ENROUTE:**

- 4.1.1 In case of any accident and TPND to our consignment, the Transport Carrier should immediately report the matter to the nearest Police Station, simultaneously informing Concerned Logistic Incharge / depot / Ice Cream Cell, H.O.Anand for the nature and extent of damage **(In the attached Format-Annexure-G)**, followed by copies of Police Panchnama, F.I.R. (First Information Report) and spot photographs of accident truck (If possible).
- 4.1.2 The carrier will take following action for the minimization of loss enroute after consulting with LIC / Depot or Incharge, Ice Cream Division:
- 4.1.2.a Arrangement of another refrigerated van for the transshipment whether own or hired
- 4.1.2.b Unloading of the consignment in the nearby cold storage
- 4.1.2.c Immediate repairing of the Refrigerated plant/ veh enroute to get required temperature
- 4.1.3 The carrier will submit the intimation letter of breakdown of ref. plant / vehicle in the Annexure-G to the concerned LIC / Depot / Ice Cream Division through e-mails /fax followed by hard copies and collect the acknowledged copy of the same.
- 4.1.4 The carrier will start further journey to the destination place as advised by the Ice Cream cell /Depot/LIC
- 4.1.5 The carrier will submit the report of sequence of incident, Data logger's Report, repairing bills of the refrigerated plant/ vehicle to the concerned LIC/ Depot with the intimation to Incharge, Ice Cream Division at HO.
- 4.1.6 The carrier will provide all necessary documents to the depot for processing the Insurance claim.
- 4.1.7 Freight payable on such consignments will not be paid unless our representative receives all the documents.
- 4.1.8 Such documents will be made available within 15 days of accident.
- 4.1.9 in case of any Shortage /Breakdown of the vehicles or refrigerated plant / Accident to vehicles carrying our consignment enroute, the transport carrier should also inform to the concerned depot /Logistic Incharge/ under intimation to H.O Ice Cream Division in details for conducting the spot survey of the loss by the underwriter of the transit insurance policy obtained by us. The decision of conducting the spot survey of loss shall be taken by us upon mutual understanding with the underwriter of the Transit Insurance Policy, looking to the situation. Falling to report immediately for any shortage / Breakdown of the vehicle or refrigerated plant / Accident to vehicle carrying our consignment enroute for conducting the spot survey of the loss, the transport carrier shall be responsible for the entire loss.
- 4.1.10 In case carrier fails to submit all the required documents, as may be necessary for lodging the claim on underwriters within the time limit specified under Clause No.3.1.3 above, entire loss as assessed by the surveyors and subsequent expenses thereof shall be recovered from freight bill/bills of the carrier.
- 4.1.11 In case transport carrier fails to issue such shortage/damage certificate on their

letterhead within 10 days as indicated under Clause No.3.1.3 above, entire value of claim amount should be recovered from the freight bill of the carrier.

- 4.1.12 Once the recovery is made from the freight bills, Federation may not file such claims on the Insurance Company thereafter, even if the carrier issues shortage/damage certificate subsequently.
- 4.1.13 The Transport Carrier is responsible to compensate Federation for the loss/damage to the goods entrusted to the Carrier irrespective of the fact whether we insure the goods entrusted to the Carrier or not and whether the Federation has received payment under the said insurance.
- 4.1.14 The refrigerated vans are required to meet the agreed schedule of transit time. The same will communicate by exchange of letters to be signed by both parties, which will then form part of this Agreement. If there is any transit delays than it will result in per hour pro-rata deduction of the fixed charge mentioned in LOI.
- 4.1.15 Distance covered will be calculated based on an agreed schedule/ speed of distances based on Fixed Standard Km List available at Depot/LIC which must be correctly recorded by the Carriers in the log sheet / CN cum DMR.
- 4.1.16 The compensation structure will be as stated above for the initial period of one year from the date each refrigerated van is first put into operation for the Federation's transportation work.
- 4.1.17 The only escalation to freight charges will be on account of diesel fuel time to time subject to revision of Rs 1/-lit or more, as per separate exchange of letters between the parties to this Agreement.
- 4.1.18 The refrigerated vans may be individually based in any major town anywhere in India as mutually agreed between the Transport Carriers and the Federation. Accordingly, the vehicles will be registered in the appropriate states.
- 4.1.19 The Transport Carriers will place the new refrigerated vans in the service of the Federation at the dates requested by the Federation, as required for the business of the Federation
- 4.1.20 In case of replacement of vehicle, than only brand new vehicles ( with all three component of vehicle like Chassis, Ref. Unit and Container) could be provided with prior consent of Federation**

#### **CONSIGNMENT LOST IN TRANSIT:**

- 5.1.1 When a consignment is lost in transit and not delivered to the consignee within a reasonable period of time, the responsibility for loss of such consignment would entirely lie on the transport carrier. The value of such loss to the Federation, shall be entirely payable by the transport carrier and shall be recovered out of the pending freight bills of the carrier, irrespective whether the Federation has insured the consignments against such loss or not. It would be entirely at the Federation's discretion, whether to file a claim on Insurance Company for such loss or not. In other words carriers would be fully responsible to make good such loss to the Federation.

#### **OTHER TERMS AND CONDITIONS**

- 6.1.1 The Transport Carriers are not permitted to carry any other goods even for the return trip of the empty refrigerated van to the point of loading unless authorised by the Federation, since the agreed rate compensates for the return trip.



- 6.1.2 When required by the Federation, the refrigerated vans must be available with the requisite crew and in running condition and with all equipment functioning as per specifications. This includes placing the refrigerated vans at any time of the 24 hours, seven days a week, with reasonable prior notice depending on the instructions to load and depending on the required time of arrival at the destination.
- 6.1.3 The Federation will have the discretion of inspecting the interior of the insulated container when the refrigerated van is placed for loading and of certifying whether the normal sanitation and hygiene procedures are adhered to, failing which, the Federation may reject the refrigerated van and debit the Carriers for non-placement as per the provisions of Clause 19 of the said Agreement.
- 6.1.4 The Transport Carriers will be allowed to withdraw individual vehicles for regular servicing for **2 days in a month**. Release of the vehicle for scheduled maintenance will be with the prior agreement of the Federation. Any withdrawal of the vehicle for breakdown maintenance or repairs which are not as per the published schedule of maintenance shall be at the cost of the Transport Carriers. If an annual total strip-down and overhaul of engine/transmission/chassis/brakes/ etc and complete repainting, etc of body, is found desirable then the federation may entirely at its own discretion allow the Transport Carriers to withdraw the refrigerated van for a limited number of days at a single stretch without making a pro-rata deduction for this period.
- 6.1.5 Only running of the vehicles for the purpose of delivery of the Federation's products to the specified destinations and return to the place of loading. Additional running for reasons other than delivery of the Company's products, such as for scheduled maintenance or for repairs, etc. will not be counted towards total running.
- 6.1.6 Journey time will be calculated on and average speed of 30 km/ hour of vehicles for each Destination to destination.
- 6.1.7 After unloading at the destinations the van must return within a specified number of transit hours and be placed, in the normal situation, for loading immediately after having achieved the prescribed temperature stated in clause 2.14 above. The Federation agent acting on behalf of the Federation will advise the Transport Carriers or their drivers or other authorised representatives of the time at which the vehicle should be placed for loading / reloading. If required by the Federation, the vehicles may have to return to the loading point with the temperature maintained in the empty vehicle to reload and despatch the vehicle on the next trip.
- 6.1.8 In the peak season, and when urgency requires, the returning empty van may be required to maintain the internal temperature of the insulated container at the prescribed level.

#### **BANK GUARANTEE:**

- 7.1.1 The Transport Carrier, to whom the transport contract is given, is required to furnish Bank Guarantee for the amount of **Rs.2,00,000/- (Rupees Two lac only)** in favour of Federation from any **Nationalized Bank of India**. The Bank Guarantee will be on the approved provided format of the Federation, and to be furnished within one month from the date of contract for the due performance of the terms and conditions of the contract during the contract period. If the transporter fails to either furnish the Bank Guarantee or fails to renew the Bank Guarantee prior of the expiry of the existing

Bank Guarantee, notwithstanding any of the provision in this contract of the federation will be at liberty to terminate the contract without assigning any reason.

- 7.1.2 In case of non submission of required Bank Guarantee or Expiry, Federation will keep Deposit the amount equal to Bank Guarantee which can be adjusting from your freight bill. The said deducted amount will be returned back in case of submitting of Bank Guarantee.
- 7.1.3 Federation reserve the right to invoke the BG in case of breach of any of the terms and condition of this agreement by transporter.

#### **PAYMENT OF FREIGHT BILLS:**

- 8.1.1 The Transport Carrier will fortnightly /monthly submit freight bills **in duplicate** to the consignee, on 1st and 16th of every month for the consignments delivered at the destinations as per the rates approved by Federation along with a summary of CN cum DMR and a copy of Consignment Note under which the subject consignment has been transported.
- 8.1.2 The consignee shall make payment of these bills by account payee cheque/draft within 30 days, from date of receipt of bills, provided required relevant damage/shortage certificates, FIR, accident site photographs, police panchnama etc. are furnished within time limit. It will also subject to maintenance of required temp. as mentioned by the goods receiving authority at WD/Depot.
- 8.1.3 During loading and unloading, the Transport Carriers will keep the doors of the insulated container of the refrigerated van closed for as long as possible and open them only briefly and for as short a duration as possible to efficiently carry out the operations of loading and unloading of the Federation's product.
- 8.1.4 The refrigeration unit shall be switched off just before opening the doors of the insulated container, and shall be switched on once again immediately after the doors are closed during loading and unloading of consignment.
- 8.1.5 The Transport Carrier's employees or agents will stack the loaded containers (crates or pallets) into the refrigerated van at the time of loading the van, and hand the containers out from the refrigerated vehicle at the destination to the consignee.

#### **VERIFICATION OF QUANTITY**

- 9.1.1 The Transport Carrier's employees or agents will be responsible for verifying the quantity received by them at the place of loading is tallying with the quantity as per documents (stock transfer note or sale invoice as the case may be) and irrespective of whether the refrigerated van is sealed or not, they will be responsible for any shortages found at the destination. They will therefore have to verify the count taken at the time of unloading the refrigerated van at the destination and ensure that the count tallies with the quantity stated in the documents, which they have already verified at the time of loading of the refrigerated van.

#### **TEMPERATURE**

- 10.1.1 The transport carrier will maintain Air Temperature of container  $-22^{\circ}\text{C}$  ( $+2^{\circ}\text{C}$ ) and product at  $-18^{\circ}\text{C}$  during transit.
- 10.1.2 The Transport Carrier's employees or agents will be responsible for ensuring that their refrigerated vans are not placed for loading unless the temperature of the interior

of the insulated body is first pulled down to **minus 10 degrees Celsius or below** which they are obliged to ensure beforehand so that the refrigerated van is ready for loading at the time specified by the Federation or its agents.

10.1.3 The products will be given at **-16 to -18<sup>0</sup> C** however the Transport Carrier's employees or agents will not accept for loading any product if product is not at the specified temperature of **- 15<sup>0</sup> C** unless the party which is giving the product for loading specifies in writing that the product is being loaded at a different temperature and protects the Transport Carriers from liability on account of any damage arising there from.

**10.1.4 Deduction for non-maintenance of required Temperature of I/C during Transit / Unloading Time:**

In case of non maintenance of required temperature, prorata amount from your freight bills would be deducted as per the following mentioned formula:

**Deduction Formula:** 20 paisa per litre/ kg per degree **drop below than -16<sup>0</sup> C** of products or actual damages amount whichever is higher as per below mentioned table showing with example:

Temperature at the time of unloading (deg.C)	Falling Temp. (deg.C)	Rate Rs/Lit	Volume ( Lit/Kg) (e.g. vehicle carrying 5000 lit I/C)	Deduction Amount or Actual Loss which ever higher ( Rs)
-16	0			No Deduction
-15	1	0.2	5000	1000
-14	2	0.2	5000	2000
-13	3	0.2	5000	3000
-12	4	0.2	5000	4000
-11	5	0.2	5000	5000
-10	6	0.2	5000	6000
Below - 10				Actual loss as claimed by WDs /Depot

10.1.5 **Packing /Loading /-Unloading:** The Federation will deliver goods mainly packed in Jali crates. As per convenience of federation packing may be changed. The transporter is responsible for plastic crates which would be returned to the place of origin on return from the trip or unless otherwise specified

**10.1.6 Daily Movement Report-cum- Consignment Note :**

10.1.6.1 The Transport Carrier shall furnish Daily Movement Report cum Consignment Note which is to be printed by Transport Carrier on their letterhead in the format given by Federation. (Format Attached)

10.1.6.2 The Transport Carrier has to provide a summary of the Daily Movement Report cum consignment Note for the period of bills presented along with the presentation of<sup>the</sup> bills ( As per Annexure-F)

10.1.7 **Data Logger /VTS:** All refrigerated vehicles should have installed with approved data logger (Gemini (Tiny Tag) or Escort) in working condition/VTS with temperature sensor.

**10.1.8 Temperature of products to be considered as per the declaration on documents by unloading party on DMR /Arrival Report /Delivery Examination Report /on**

**acknowledged invoice or as per report of data logger/VTS whichever is higher. For example if the temperature of products acknowledged by party is -18<sup>0</sup> C and temperature showing in data logger/VTS is -15<sup>0</sup> than for penalty point of view the tem. to be considered as per the report of Data logger/ VTS as -15 C deg..**

## **General**

- 11.1.1 The Transport Carrier has to furnish the true copy of the Partnership Deed/Memorandum and Articles of Association as the case may be within 30 days after the contract is awarded or on demand.
- 11.1.2 In case of any dispute arising in respect of this contract, the decision of the Managing Director of the Federation shall be final.
- 11.1.3 **This contract is entered into at Anand and is subject to Anand Jurisdiction only.**

## **Penalty:**

- 12.1.1 **Late Crate Return:** Transport carrier has to return all the received empty crates within the prescribe Period as mentioned in clause 6.1.6 to the ICMU /Depot or as per ongoing journey time otherwise a penalty will be imposed as per the rate of **Rs 500/- per day** for late depositing days of crates subject to **Rs 5000/- per trip** if crates are not returned after 10 days. However, **2 days grace period would be considered in each return trip for allowing fitness purpose of vehicle** while calculating return journey days only for penalty purpose.
- 12.1.2 **Non returning of Empty Crates:** In case of any Depot or WD do not return the empty crates than transporter have to get acknowledge the same on your consignment note for the same in writing with their seal and signature with mentioning proper reason as why he is not returning empty Crates otherwise half freight will be reimbursed for return journey i.e return journey km x half of rate/km.
- 12.1.3 **Short Returning of Cates:** In case of short returning of crates, the amount of cate@Rs300/- will be charged and deducted from the bill.
- 12.1.4 **In case of having non active data logger/VTS /temperature report than a penalty will be imposed @Rs500/- per trip or maximum Rs5000/- per month.**
- 12.1.5 **Penalty for Non-Placement of refrigerated vans:**
  - 12.1.5.1 Non-placement of the refrigerated vehicle on account of mechanical breakdown or any other reason other than scheduled maintenance agreed beforehand with the Federation shall be subject to a pro rata deduction of the fixed charges based on time for which the non- placement takes place.
  - 12.1.5.2 The fixed charges will continued to be paid by the Federation to the Transport Carriers even if the refrigerated trucks are not utilised on account of stoppage of despatches from the Federation's production or storage locations for any reason including, but not limited to, strike, lockout, breakdown of machinery or natural disaster, provided that the Company may at its discretion use the refrigerated trucks to profitably transport other cargo during the period under consideration
- 12.1.6 **FSSAI:** Ttransporter should have license and need to follow all the norms mentioned under **Food Safety & Standards Act 2006 of India (FSSAI)**.
- 12.1.7 This agreement will be valid for a period of 12 months from **01.01.2015** to **31.12.2015** and unless extended by mutual agreement will expire automatically.

**We have carefully read and understand the above Terms and Conditions to transport contract and are accepted by us.**

Authorised

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Rubber Stamp

of the firm : \_\_\_\_\_

Place: Anand

Date :

**Annexure - A**  
**GUJARAT COOPERATIVE MILK MARKETING FEDERATION LTD., ANAND.**

**DATA-SHEET FOR REGISTRATION AS APPROVED CARRIER**

- |     |  |   |   |
|-----|--|---|---|
| 1.  | Full Registered<br>Name & Address of the firm<br>(Full Communication address)  | : |   |
|     |  |   | PIN Code-   |
| 2.  | Head Office Address (If any)   | : |   |
| 3.  | Telephone  | : | <u>STD Code:</u><br>(Off)- 1- 2-<br>(Res.)- 1- 2-<br>Fax -<br>Mobile No.1: Name:<br>Mobile No.2: Name         |
| 4.  | E.mail   | : |   |
| 5.  | PAN Number (Compulsory)<br>(Also Attach Latest Xerox of PAN which will be attested with your seal and signature)                                 | : |   |
| 6.  | <b>FSSAI</b><br>(Food License no. under Food Safety and Standard Authority of India Act-2011)<br>Please attach copy of license)                  | : |   |
| 7.  | Name, Designation and<br>Address of the Principal<br>Officer, with whom to<br>Communicate in this regard   | : | Mobile:   |
| 8.  | Composition of Firm -<br>(Put a tick mark in )   | : | Proprietor          Partnership<br>Company                  Cooperative                                       |
|     |  |   | <b>(Pl attach copy of Partnership Deed or Memorandum of Association)</b>                                      |
| 9.  | Year of Establishment  | : |   |
| 10. | Number of Branch Offices<br>in the country (Attach a<br>list with their addresses)   | : |   |
| 11. | Name of the Bankers<br>(With Their Addresses)  | : |   |
| 12. | Number of total trucks owned<br>(Please give Registration<br>Nos. Of all the trucks<br>Owned by the carrier Firm<br>(Separate heet is attached.) | : | 1-Refrigerated Vans: .....<br>2-Open Trucks : .....<br>3-Insulated Vans : .....<br>4-Containers Truck : ..... |

Pl Affix your  
Latest Passport  
Size Photo  
(Prop. / Partner)

- 15
13. Number of vehicles controlled through Contracts/ associates etc. :
14. Names of the prominent companies and their products transported by your firm on regular basis :
15. Total freight billing in the last three years period (April-March) : Year- 2010-2011 :Rs-  
2011-2012 :Rs-  
2012-2013 :Rs-
16. Capital employed :

We declare that the information contained in this Data-Sheet is correct and truly stated.

**Rubber Stamp/  
Seal of the Firm**

**Name** :  
**Designation** :  
**Date** :  
**Place** :

- Note
1. Wherever the space is not sufficient, please provide information in a separate sheet.
  2. Please fill up the data-sheet completely. This is to get detailed information about your firm, Submission of this information does not guarantee Registration as approved carrier.

## ANNEXURE B (Rate)

A) FOR TATA 207/ 407/ 709/ 909/ 1109 OR Equivalent Vehicles:

B) Age of Veh / Container/Ref. Plant should not be more than 10 years old

Details of Vehicle		Rate Rs/km	Total No. Of Vehicles Having With you	No. Of Veh Already Existing with Fed.	No. of Additional Vehicle which can be provided to Federation	Days required for providing new /Add. Vehicle	Preference of States For transportation work
Vehicle Type	Capacity In Crates	Upto 4000*12= 48000 KmYearly					
TATA207 or equivalent	70 or more						
Vehicle Type	Capacity In Crates	Upto 5000*12= 60000 KmYearly					
Tata 407 or Equiv	130 to 164						
	165 to 210						
Tata 709/ 909 1109 / Eicher 10.9 or Equiv	Capacity In Crates	Upto 5850*12= 70200 Km Yearly					
	230 to 279						
	280 to 324						
Tata 1109 / Eicher 10.9 or equivalent	325 to 340						

## B) FOR TATA 1612//2515 /3516 OR Equivalent Vehicles

Veh. Type	Capacity In Crates	Up to 6300*12= 75600 Km Yearly					
Tata 1612 or equi.	340 to 379						
	380 to 420						
	440 to 479						
	480 to 500						
Tata 2515 3516 or equivalent	In Crate	Up to 7750*12= 93000 Km Yearly					
	480 to 499						
	500 to 529						
	530 to 579						
	580 to 650						
TATA-3516/4018 or equivalent	670 to 750						
	850 to 1000						

2-As you know, freight rates would be differential based on the age of Vehicle. However, we may not hire 10 years old vehicle to maintain quality of services.



## Annexure-C

M/S: .....

	Vehicle's Details	1(Example)	2	3	4	5	6
<b>1</b>	<b>Location:</b>	Nagpur					
	1-Vehicle Model	TATA-1109					
	2-Registration No.	MH-2A1234					
	2-Year of Mfg.	2013					
<b>2</b>	<b>Refrigerated Plant:</b>						
	1-Plant Model	Carrier Ossid-300					
	2-Year of Mfg.	2013					
<b>3</b>	<b>Body Container:</b>						
	1-Made by	Suraksha					
	1-Year of Mfg.	2013					
	3-Dimension (In Fts.)						
	-Inner( L x B x H ) inch	17.5'x7.'x7'					
	-Outer( L x B x H ) inch	18'x6.8'x6.8					
<b>4</b>	<b>Insulation :</b>						
	1-Type						
	2-Thickness ( in mm )	150					
	i-Floor (mm)	150					
	ii-Walls / Ceiling(mm)	150					
<b>5</b>	<b>Capacity :</b>						
	1-In No. of Crates	300					
	2-Weight of Empty Vehicle / MT	5.5					
	3-Loading Capacity / MT (As per RTO rules)	6.5					
<b>6</b>	<b>National Permit Available ( Yes or NO)</b>	Yes (If Yes)					
<b>7</b>	<b>Name of the Drivers</b>						
	Driver-1 Driver-2	Narendra Virendra					
<b>8</b>	<b>Hedge Door -3'x3' (Yes/No)</b>	Yes (If yes)					
<b>9</b>	<b>Data Logger (Yes/No)</b>	Yes (If Yes)					
	<b>Brand of Data Loggers./VTS</b>	Gemini					
<b>10</b>	<b>VTS with temperature sensor ( Website / Login ID / Password</b>	<a href="http://www.geotrackers.com">www.geotrackers.com</a> / Amul /Amul					
<b>11</b>	<b>Mobile No. of Driver</b>	9375032298					

# Wherever the space is not sufficient, please provide information in a additional Sheet  
**Note:1- Carrier has to provide All India Road Permits for all type of vehicles except TATA-207 or TATA-407 or equivalent whether committed or temporary nature of vehicle.**

M/S (Full Name & Address of Transporter)	To- M/ s Gujarat Cooperative Milk Marketing Federation Ltd.
--	---

### I. CONSIGNMENT NOTE CUM DAILY MOVEMENT REPORT

**Vehicle Reg. No.:**                      **Vehicle Type:**                      **Capacity In Crates :**                      **CN Cum DMR No. :**                      **Date:**  
**Vehicle Status:** Trip / No Trip / Absent (Please mark whichever is applicable)    **Tem. At the time of Loading/Releasing of Veh:**    **Prod:**                      **Veh:**

SN	Name of WD / Depot / ICMU	Town	Invoice No.& Date	Volume in litre	Value Rs	Crates		Arrival		Departure		Tem. Of Prod.	Tem. Of Veh	Fixed Std Km
						Receipt	Returned	Time	Date	Time	Date			
1.														
2														
3														
4														
5														
					Total ->							Total ->		

**Vehicle Arrival Time:**                      **Date:**                      **Place:**                      **Total Journey Hours:**                      **Std Journey Hours:**                      **Late Hours:**  
**Vehicle Return Time:**                      **Date:**                      **Place:**                      **Seal/Signature of Security Person: (on reverse)**    **Data Loggers (Yes/ No.)** **Print attached (Y/N)**

Seal no.:

**Seal & Sign of C& F /WDs:**  
 1-                                      2-                                      3-                                      4-                                      5-                                      6-

Trip Certifying by GCMMF's Officer With Seal & Signature and date	Signature of Drivers 1- Signature : Name:       :	No. Of Empty Crates Deposited/Returned Back :  Date:                      Receipt No. :
	2- Signature : Name        :	Depot / ICMU:

Note: 1-Goods have been received in good condition for transportation and delivered to your WDs/Depots/ Representatives etc.  
 2-Arrival time and Date / Departure Time and date / Temperature details / Crates issued and returned will be certified by WD /Depot / ICMU on the invoices with their seal and signatures and the same information will filled up transporter in the CN cum DMR. 3-Whether Service tax is applicable (Yes / Not) (for exempted goods) 4-CENVAT Credit not taken by GTA 5-Service tax is payable by consignor / consignee / GTA 6-Notification, 12/2003- ST dated 20.06.2003, not availed by GTA 7) PAN:



**(Annexure-G)**

(Information of Ref. Plant Failure / Accident of Vehicles)

To  
 GCMMF Ltd.,  
 Amul Dairy Road,  
 Anand

Date:

We are sorry to inform you that your consignment of the frozen products carrying by us got damaged due to the temperature loss in transit in consequence of breakdown of the refrigerated plant/ Vehicle enroute as per **preliminary available information** given below.

Sr. No.	Particular	
1	Name and Address of the Carrier	
2	Contact person of the Carrier	
3	Truck/ Van Registration No.	
4	DMR No. & Date	
5	Consignment was being Transported From -To	
6	Consignment Details	
7	The location of the vehicle	
8	Name of the Driver	
9	Contacts phone No. of driver	
10	Brief Details of the temperature loss in the consignment and details of the estimated loss	
11	Preliminary action taken for the salvaging of the stock.	

**We shall submit the Sequence of the incident report along with the Data Logger Copy and repairing bill of the Refrigerated Plant / Vehicle at the earliest.**

Thank you.

(Authorized Seal &amp; Signature of the Carrier)

Ccto Concerned LIC / Depot

**(Specimen Copy)**  
**(On the Letter Head of the Carrier Firm)**

Ref. No.:

Date:

To  
The General Manager (P&M)  
M/s Gujarat Co-operative Milk Marketing Federation Ltd.,  
Amul Dairy Road,  
Anand- 388001 (Gujarat)  
Phone-02692-258506-7

**Sub: Quotation for transportation of Amul Ice Cream and other frozen products**  
**For the period from 01.01.2015 to 31.12.2015 (2015-16)**

Dear Sir,

1. This has reference to your letter ref. **No.**                      **dated**                      .  
Inviting Quotation of freight rates for the period from **01.01.2015 to 31.12.2015**. We enclose herewith our quotation for transportation for Amul Ice Cream and other frozen products in the enclosed formats provided by you.
2. We have enclosed herewith the copy of “**Terms and Conditions**” of transport contract **2015-16 (on the stamp paper of Rs100/-)** including all annexure duly filled and seal & signed by us on each and every pages as a token of our acceptance of the terms and condition stated therein.
3. We have quoted the rates for the places you are interested.
4. We keep our offer open and as accepted for the stated period or negotiation whatsoever.

Thanking you,

Yours faithfully,

Signature:

Name:

Designation:

Rubber stamp:

- Encl: 1) Filled up and acknowledged agreement with seal & signature on every page alongwith annexures.  
2) Partnership Deed or Memorandum of Article Association in case of partnership or company

### Annex - II(B)- Ice-cream Vehicle Variable + Fixed Cost components

For Diesel prices please refer to <https://iocl.com/Products/HighSpeedDiesel.aspx>

Example

Particular	Tata 407 (140-165 Crt)	Tata 207 65-75 Crt	Tata 407 (140-165 Crt)	Tata 909 (230 Crate)
<b>1. FIXED COST CALCULATION</b>				
Driver + Helper Salary (Monthly)	25000			
EMI	30000			
Insurance (Monthly basis)	2500			
Other (Please provide detail )				
<b>1.Total Fixed cost</b>	<b>57500</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. VARIABLE COST CALCULATION</b>				
Diesel Rate (Avg Sept-'14)(A)	67.26	67.26	67.26	67.26
Diesel Cost Per KM (B) (Reference O)	15.70	#DIV/0!	#DIV/0!	#DIV/0!
Maintenance + Repairs (C)	1.50			
Total Variable Cost (D=(B+C))	17.20	#DIV/0!	#DIV/0!	#DIV/0!
Diesel Cost Calculation				
Monthly Minimum Committed Km (E)	2500	2500	2500	2500
Vehicle Diesel Average (km / lit) (F)	7.50			
Monthly Diesel Consumption (lit) (G=E/F)	333	#DIV/0!	#DIV/0!	#DIV/0!
AC Diesel				
Daily Running hrs (H)	5.50			
No of Running days per month (I)	26			
Running Hrs per month (j = (h*i))	143	0	0	0
Diesel per hr (k)	1.75			
Monthly Diesel Consumption (lit) (l=j*k)	250	0	0	0
Total Diesel Consumption (m=g+i)	584	#DIV/0!	#DIV/0!	#DIV/0!
Monthly Diesel Amount (N= M*A)	39252	#DIV/0!	#DIV/0!	#DIV/0!
Per km Diesel Cost (O=N/E)	15.70	#DIV/0!	#DIV/0!	#DIV/0!

#### Summary

Fixed Cost (1)	57500	0	0	0
Variable Cost (2)	39252	#DIV/0!	#DIV/0!	#DIV/0!
<b>Total (1+2)</b>	<b>96752</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>