

**TERMS AND CONDITIONS OF TRANSPORT CONTRACT : 2017-2018**  
**(FOR HCVs)**

**GENERAL:**

The Transport Carrier shall provide transportation service to at least 15 destinations.

**TRUCKS/OWNERSHIP/GROSS WEIGHT:**

- 1.0.1 The Transport Carrier shall transport the goods in their own motor trucks by road directly to the destination and the driver of the truck must hold a valid driving license and all the necessary documents of permit/traffic/ownership/purchase etc. The transportation of Refrigerated Dairy Products (Butter, Shrikhand, Cheese, Chocolates etc.) is permitted only by carrier's own Refrigerated Vans, having minimum 4.5 inch insulation.
- 2.0.1 The responsibility of reporting to the point of origin for loading lies with carrier. The transport carrier shall make available the Vehicle within 48 hours on our demand. In case of delay in placing the vehicles beyond the time limit of 48 hours, we reserve the right to recover appropriate penalty depending upon the extent of delay.
- 2.0.2. In case of complete inability on carrier's part to provide the vehicle as on demand within the specified time of 48 hours, we reserve the right to contact an alternate transport carrier to lift the consignment. The difference between freight charged by the latter and our approved rate will be recovered from the carriers.
- 3.0.1 The minimum gross load per consignment on FTL basis under this contract shall be considered as 9.0 MTs for Open/Refrigerated Van and 10 MTs for Containerized Van. However, the carriers will be paid freight for the actual gross weight or for minimum 9.0 MTs, whichever is higher.
- 3.0.2 In case of exception, where the carrying capacity of the vehicle is more than FTL of 9.0 MTs and Federation has agreed to pay freight charges for minimum load other than FTL 9.0 MTs as above, the carrier will be paid the freight charges based on the minimum gross quantity load as indicated in DIL/DODC issued by GCMMF Ltd, Head Office in case of Containers/Refrigerated Van Only.
- 3.0.3 If a carrier request for gross load less than FTL under this contract i.e. 9.0 MTs the carrier will be paid for actual gross load carried per consignment and not for guaranteed FTL 9.0 MTs.

## **Terms & Conditions HCVs**

- 4.0.1 The goods consigned may be for more than one consignee in different destination enroute or more than one consignee in one or more destinations in mutually exclusive route but still economical/obligatory for us to consign thus. In such cases, the carrier will be paid actual freight for each destination or freight on guaranteed FTL basis under this contract for the last destination, whichever is higher.
- 4.0.2 The transporter would give delivery at two or more places in the same city, if required by Federation, without any additional charge.
- 4.0.3 The Federation may also give full truck load as mentioned above (Clause 3.0.1 & 3.0.2) from one or more Member Union Dairies Plants of GCMMF Ltd., Anand in Gujarat from where the goods are loaded. In such cases carrier will be paid at the freight rates, whichever is higher.

### **PACKING/LOADING-UNLOADING:**

- 5.0.1 The Federation will deliver goods mainly packed in outer cardboard cases or shrink wrapped trays, or whichever is convenient to the Federation.
- 5.0.2 The loading of the HCVs at our loading points will be arranged by consignor and the unloading at the destination will be arranged by the Consignee.
- 5.0.3 If the unloading of the consignment at destination is done by the carrier, in case of refusal or request by the consignee, the transport carrier will arrange for the unloading and include unloading charges separately in their freight bill, alongwith proper supporting of having paid the unloading charges.
- 5.0.4 For all practical purposes of this agreement, loading points means our Member Dairies in Gujarat and/or our Depot at Daman, and unloading points can be Federation Depots/Buyer/Wholesale Dealers.

### **CONSIGNMENT NOTE :**

- 6.0.1 The transport carrier shall furnish consignee and consignor copies of the consignment note to the Federation and one copy to the loading point/s on the date of dispatch. Acknowledgment of the receipt of goods by representative of the transport carrier upon delivery at the loading point/s shall be considered as kachha receipt of the consignment note and the transport carrier will be responsible for the goods as carriers.

## **DELIVERY:**

- 7.0.1 The transport carrier shall deliver the goods at the destinations in safe and sound condition as handed over to the carrier by the Federation. The transport carrier must use tarpaulin and/or other suitable cover to protect the consignment from Sun/rain/water/dust etc. and the same should be maintained throughout the transit.
- 7.0.2 The transport carrier will arrange for door delivery of consignment to the consignee at the destination.
- 7.0.3 When a consignment is lost in transit and/or not delivered at the destination within a reasonable period of time, the responsibility of 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 from the carrier, irrespective of whether the Federation lodges claim with the underwriters.

## **PRECAUTIONS AGAINST TRANSIT DAMAGES:**

- 8.0.1 The transport carrier should use iron angles/padding material etc. to tie the ropes to avoid any damage to the Consignment. In case of rope cut damages due to non-use of iron angles/padding materials etc., a penalty @ **Rs. 100** per consignment will be recovered. However, if there are no ropes cut damages, the penalty will not be recovered even if iron angles/padding materials have not been used.

## **CONSIGNMENT LOST IN TRANSIT:**

- 9.0.1 When a consignment is lost in transit and/or not delivered at the destination within a reasonable period of time, the responsibility of loss of such consignment would entirely lie on the transport carrier. The Value of such loss to the Federation shall be entirely recoverable from the transport carrier and shall be recovered from the carrier, irrespective of whether or not the Federation has insured the consignments against such loss.
- 9.0.2 It would be entirely at the Federation's discretion whether to file a claim on insurance company for such loss. In other words, carriers would be fully responsible to make good such losses to the Federation.

## **TRANSSHIPMENT OF CONSIGNMENT/TRANSIT PERIOD/DELAY PENALTY:**

- 10.0.1 The transport carrier shall transport all consignments by direct trucks only to all the destinations, except with our written permission for transshipment for each consignment separately.
- 10.0.2 In case a consignment is transshipped on the way without our permission, a **penalty @ Rs. 10,000/- per** such consignment will be levied.
- 10.0.3 However, in case of transshipped consignment/s, if permitted, a grace period of 7 days for Kolkatta/Asansol/Guwahati and 3 days for other destinations will be allowed in addition to permissible transit period for each destination for direct consignments, subject to clause 10.1.2.

- 10.0.4 For the consignments dispatched Ex:Rajkot or Bhavnagar, one additional day is allowed in specified transit period, subject to clause 10.1.2.
- 10.0.5 Under normal conditions, for any delay beyond specified maximum transit time a delay penalty as given in 10.0.9 shall be levied.
- 10.0.6 All consignments destined for North Eastern Region destinations, VIZ. Shillong/Imphal/Agartala/Dimapur/Aizwal/Silchar/Jorhat one transshipment would be allowed at Guwahati for which no written permission will be necessary, and no deduction for transshipment will also be made.
- 10.0.7 For other destinations, where transshipment is allowed by Federation, (due to unforeseen reasons other than accidents and that too only in exceptional circumstances) a **deduction of Rs. 500/-** per such consignment shall be made from the freight bill of the carrier, subject to clause 10.0.8.
- 10.0.8 In case of accident during transit and the consignment become unfit for onward transportation, goods should be transshipped to another truck, as early as possible and transported to consignee destination. In such cases transshipment penalty & late delivery penalty as indicated in Clause No. 10.0.2/10.0.7 above will not be applicable.
- 10.0.9 The Federation shall charge a delay **penalty @ Rs. 500/- per day** of delay exceeding the transit period for direct dispatches fixed by the Federation including grace period allowed under clause 10.0.3/10.0.5 and subject to clause 10.0.8 as above. Penalty at above rates shall be deducted from freight bills of the carrier for that consignment, while making payment.
- 10.1.1 In cases of accidents or breakdowns, or a consignment is lost in transit and subsequently traced, or a consignment is seized by any Government Authority and released subsequently, the delay penalty under Clause no. 10.0.9 above will not be levied. However, the carrier will be required to submit a sufficient documentary evidence of happening of any of such event during transit of the consignment.
- 10.1.2 The transit period fixed by the Federation is not the actual transit period, but is the maximum Transit Days made available for the purpose of delivery of the consignment to defer delay penalty. However, delays due to disruption in road conditions due to floods, riots, bandh, civil disturbances etc. shall be considered, while calculating delay penalty.
- 10.1.3 While calculating transit period, the date of loading as well as the date of unloading will be excluded.
- 10.1.4 In case of dispatches to West Bengal by road, any delay involved in obtaining sales tax permit on the part of our Kolkatta office, would be considered, while calculating transit period for penalty.

## **GOODS DESPATCHED IN REFRIGERATED VANS:**

### **Refrigerated Vehicles having following conditions is preferred.**

- a) Vehicle must have Carrier or Thermoking brand refrigeration plant with liquid PUF injected insulation of the container.
- b) This refrigeration plant must be mounted on the vehicle chassis not older than 5 years.
- c) All refrigerated vehicles must have data lodger in working condition.

- 11.0.1 In case of dispatch of Refrigerated Dairy Products (Butter, Shrikhand, Cheese, Chocolate etc.) by Refrigerated Vans, the transport carrier shall be responsible for maintaining temperature as under throughout the transit upto the destination.

Refrigerated Vans : Between 0 to +4 degree C for Dairy Products

For this purpose, the transport carrier may keep the refrigeration plant running throughout during the transit to maintain the temperature within the stipulated limits. In addition they shall attach Data Lodger to record the temperature through out the journey of the vehicle & shall submit the same along with submission of the bill.

- 11.0.2 All refrigerated vehicles must have data lodger in working condition. It is required by the carrier to arrange for the print out of the data from the data lodger as and when required by the depot / authorized person of the GCMMF Ltd for the verification of the temperature maintained during the journey of the respective DIL issued.

Failing to provide the print out of the data lodger, the carrier shall be responsible for any loss/ damages happened to the refrigerated or frozen products.

- 11.0.3 The transport carrier shall also keep the Refrigerated Van properly insulated with minimum 4.5 to 6.0 inch of insulation with proper rubber gasket at the doors and will provide a wooden batten platform in the Refrigerated Van for air rotation, to maintain inside product temperature as per clause no. 11.0.1 for the product loaded.

- 11.0.4 However, if the product temperature of refrigerated van at the time of unloading is more that +7 degree C, Carrier's freight bill will be settled with 15% reduction of the total chargeable freight. The decision of Depot In-charge in this regard shall be final and binding to the transport carrier.

## **BREAKDOWN OF REFRIGERATED VAN ENROUTE:**

- 12.0.1 In the event of breakdown of the Refrigerated Van or disruption of journey due to any reason including floods, blockage of road, heavy rains, riots and/or any other reason whatsoever, the transport carrier shall maintain the required temperature on continuous basis and/or make arrangement for the storage of the stocks at the nearest cold storage at temperature not exceeding 4 degree C in case of Butter, Shrikhand and Cheese and not more than 10 degree C in case of Chocolates. The transport carrier should keep extra tyres/tubes and other such spare parts, which are required in normal course of transportation.

- 12.0.2 The transport carrier will be fully responsible for transportation of our products in time and deliver the product at destination depot within a stipulated period as decided by Federation. Further the transport carrier would be responsible for any damage to the product or deterioration of quality of our products due to failure to maintain proper temperature or due to water contact or due to late delivery. The cost of the product damaged or any loss arising out of Salvaging of such deteriorated quality product at the discount would be recovered fully from the transport carrier. The transport carrier will have no right for any relief or concession in this regard.

**RESPONSIBILITY: FOR STORAGE/DAMAGE/NON-LIFTING OF CONSIGNMENT  
TRANSSHIPMENT/OTHER LOAD**

- 13.0.1 While dispatching Dairy Products through Open Trucks / Container / Refrigerated / Insulated Van, the loading at our loading points is arranged by us keeping in mind to safeguard goods against transit damages. In case of any transshipment the carrier should strictly adhere to the same pattern of loading and stacking as was done at the time of loading at the Member Dairies.
- 13.0.2 The transport carrier shall carry the goods with utmost care and will ensure that no breakage/shortage/leakage occurs during transit to the consignment/s given.
- 13.0.3 The transport carriers will use the vehicle exclusively for carrying the Federation's goods and that in no case the materials belonging to other parties shall be carried alongwith our goods.
- 13.0.4 If anywhere during transit or at the consignee destination it is observed or established that some other goods were transported alongwith our consignment, 25% of the freight amount would be deducted by our Consignee depot, such acts may even invite termination of the contract. In addition, the amount of transit loss, if found any in the consignments, would also be recovered from the payment to be made to carrier against pending freight bills or freight bills of future period.
- 13.0.5 Since the Federation gives FTL quantity and or pays freight to carrier for guaranteed load on FTL basis as per this contract, the carrier should not club more than one consignment of our own products in a single vehicle. If anywhere during transit or at the consignee destination it is observed or established about having done such clubbing by the carrier, 25% of the total freight payable amount would be deducted by our consignee depot. In addition, the amount of transit loss, if found any in the consignment/s, would also be recovered from the payment to be made to carrier against pending freight bills or freight bills of future period.

13.0.6 The Federation will insure all consignments against various transit risks. However, transit loss liability shall be bifurcated among GCMMF, Underwriter of the policy and Carrier as under.

<b><i>Transit Loss Liability between GCMMF, Insurance Co. and Carrier</i></b>			
<b>Type of Claim / Loss to the consignment due to any reason - For all product range</b>	<b>GCMMF Ltd.</b>	<b>Claim on Insurance Co.</b>	<b>Recovery from the Carrier for Damage/ Shortage</b>
(A) <b>Excess Claim:</b> Where loss in the consignment is less than or equal to Rs. 1000/-.	Maximum Rs. 1000	(Nil)	(Nil)
(B) <b>Non Survey Claim:</b> Where the estimated loss in the consignment is equal to or less than Rs. 2500/-.	First loss of Rs. 1000/-	Maximum Rs. 1500	(Nil)
(C) <b>Survey Claim:</b> Where estimated loss in the consignment is more than Rs.2500/-	First loss of Rs. 1000/-	Maximum Rs.4000	Total Claim amount more than Rs. 5000/-
(D) <b>Accident &amp; TPND:</b> Where loss to the consignment is due to Accident and TPND (Theft, Pilferage, Non Delivery).	First loss of Rs. 1000/-	Total amount of loss subject to the claim assessed by the surveyor and submission of the required documents/ Clarification by the carrier	Any short settled or rejected claim amount by the U/W of policy
(E) <b>Short Delivery:</b> Where FIR is not registered by the carrier for the short delivery, Carrier is responsible for the normal shortage delivered in the consignment. In this case entire shortage amount shall be recovered from the carrier.	(Nil)	(Nil)	Total short amount shall be recovered from the carrier

13.0.7 The transit loss, due to transit damages in excess of insurance claim limit/ short delivery/ Transit Insurance Claim amount short settled or rejected by the U/W of policy due to any reason shall be recovered from the transport carriers.

13.0.8 All transit insurance claims including Accident & TPND (Theft, Pilferage & Non-Delivery) for our transit loss shall be raised on the underwriter of transit insurance policy subject to clause No. 16.0.1 to 16.0.8 of this contract. Equivalent amount of the loss to our products shall be held by us from the pending freight bills (All India) of the transport carrier. The withheld amount shall be released only after full settlement of our insurance claim by the underwriter of the policy. If the insurance claim is short settled or rejected by the underwriter of policy for whatsoever reason, the respective carrier shall be primary responsible to compensate our transit loss of the products and the transit product loss shall be recovered from the pending freight bills of the carrier or from the Bank Guarantee available with us.

13.0.9 The transport carrier should lift the consignment from loading points within the stipulated time period (clause 2.0.1) from the date when Delivery Order is handed over to the representative of the transport carrier.

- 13.1.1 If a delivery order is returned by the transport carrier without being executed within the stipulated time period (except for our own reasons), a penalty of **Rs.1,500/- or 20%** of the minimum freight charges applicable Ex: Anand to given destination, whichever is higher, shall be levied per such consignment not lifted by the carrier. The decision of the Federation in this regard shall be final and binding on the carrier.

**DAMAGES TO LOADING POINT PROPERTY/SHORTAGE IN TRANSIT:**

- 14.0.1 The transport carrier shall be held responsible for any damages caused to the goods by their representative and/or any damages done to the property of Dairy Plants/Depot Godowns by their vehicles. Such losses will be paid by the carrier in cash/draft directly to the concerned person at the above loading/unloading locations failing which will be recovered from carrier's payable freight bills.
- 14.0.2 The transport carriers shall be held responsible for short delivery, from packages found in open condition and also the shortages in intact cartons, if it is established that the transport carrier or his representative has tampered with the sealing of the carton. The loss on this account will be recovered from the freight bill of the carrier. The transport carrier is fully responsible for transportation of the goods in good condition upto the consignee destination. In case of any shortages during transit or non delivery of the entire consignment booked by the transport carrier for transportation to the consignee destination, the Federation reserved the right to recover the cost of goods at full value from the transport carrier.

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

- 15.0.1 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 necessary for filing claims for transit loss on insurance company under transit insurance policy, such as acknowledgement of claim notice, providing FIR, Photographs, police report etc.
- 15.0.2 In cases of shortages, breakages, damages or goods having been delivered in unsound conditions, transport carrier's representative 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.
- 15.0.3 A claim/transit loss notice covering the entire quantity and value of damages/shortages would then be served in duplicate on local/designated office of the carrier firm. The carrier firm would be required to return one copy of such claim/transit loss notice, duly signed and rubber stamped by the authorized representative of the carrier firm in acknowledgement of the claim/transit loss, within 10 days from the date of serving such notice on the carrier. This is an essential requirement for filing claims for transit loss on insurance company under our transit insurance policy.



- 15.0.4 Please note that the carrier firms would be required to acknowledge full quantity and value of claim/transit loss, irrespective of recoveries made from their freight bills in terms of clause no. 13.0.7 above. However, their liability will be limited, only to the extent of claims lodged and settled by the insurance company.
- 15.0.5 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/shortages as reported in the corresponding claim/transit loss notice served on them as referred above.
- 15.0.6 In case, carrier firm fails to acknowledge claim/transit loss notice served on them by not returning copy of claim/transit loss notice within 10 days as indicated under clause no. 15.0.3 above, entire value of claim amount shall be recovered from the freight bill of the carrier. Once the recovery is made from the carrier's freight bills, Federation will not file such claims on insurance company thereafter even if claim/transit loss notice is acknowledged subsequently.
- 15.0.7 The "Delivery Examination Report" and claim/transit loss notice referred in clause no. 15.0.2 and 15.0.3 above respectively, will be considered valid documents in confirmation of shortage and damages to the consignment delivered and in no case carriers would dishonour their responsibility in this regard.
- 15.0.8 The transport carrier should reply to all the notices served on them by Federation in accordance with the normal practice for the goods transported at owner's risk. If the transport carrier fails to reply, all liability for claim/transit loss will be on account of the carrier.

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

- 16.0.1 In case of any accident to vehicles carrying our consignment, the transport carrier should immediately report the matter to the nearest Police Station, simultaneously informing the marketing (Despatch) Deptt. at Federation HO and concerned consignee depot for the nature and extent of damages. The original-copies of Police Panchnama, FIR and spot photographs of accident truck should be forwarded by transport carrier to the consignee depot.
- 16.0.2 In case of any Shortage / Breakdown of the vehicle or refrigerated plant/ Accident to vehicles carrying our consignment enroute, the transport carrier should also inform to the Commercial Department, at Federation HO 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 the loss shall be taken by us upon mutual understanding with the underwriter of the Transit Insurance Policy, looking to the situation.

**Failing to report immediately for any Shortage / Breakdown of the vehicle or refrigerated plant/ Accident to vehicles carrying our consignment enroute for conducting the spot survey of the loss, the transport carrier shall be responsible for the entire loss.**

- 16.0.3 Such documents will be made available preferably at the time of delivery of the consignment at the consignee depot or within 15 days from the date of accident.
- 16.0.4 Freight payable on such consignments will not be paid unless all the corresponding claims are not settled by the underwriter.
- 16.0.5 In case carrier fails to submit all the required documents within the time limit specified under clause no. 16.0.3 above for lodging the claim on underwriters, the entire loss as assessed by the surveyor and subsequent expenses thereof shall be recovered from freight bill/s of the carrier.
- 16.0.6 In case of consignments involving heavy damages (**i.e. exceeding Rs. 5000/- for all product line**) in normal transportation or in accident/s, in addition to acknowledging claim/transit loss notices as referred in clause no. 16.0.1 above, transport carrier will also be required to issue a separate shortage/damage certificate on their letter-head. This is essential for filing a survey/accident claim on insurance company.
- 16.0.7 In case transport carrier fails to issue such shortage/damage certificate on their letter-head within 15 days as indicated under clause no. 16.0.3 above, entire value of claim amount shall be recovered from the freight bill of the carrier, Once the recovery is made from the freight bills, Federation may not file such claims on the insurance company thereafter, even if shortage/damage certificate is issued by the carrier subsequently.
- 16.0.8 The transport carrier is responsible to compensate Federation for the claim/transit loss to the goods entrusted to the carrier irrespective of the fact whether the goods entrusted to the carrier are insured by Federation or not and whether the Federation has received payment under the said insurance coverage.

#### **ROAD PERMITS/SALES TAX PERMITS/OCTROI:**

- 17.0.1 Whenever any road permit or any similar permits are required to be carried while transporting our goods in any State, the transport carrier is responsible to collect the same from our office and carry such documents, and any loss to Federation arising on account of their failure to do so will be recovered from the transport carrier.
- 17.0.2 The Transport carrier will comply with Sales Tax, Octroi and all laws, regulations and formalities related to transport of goods by Road/Rail as the case may be. The carrier will be fully responsible for loss caused to the Federation due to failure on the part of carrier to comply with such requirements. In case of any violation of statutory rules by the transport carrier, the Carrier will be responsible for the consequences for such violations.
- 17.0.3 The transport carrier shall make arrangement for payment of Octroi duty, if required, as per Municipality rules and the Federation/Consignee will reimburse the same to the transport carrier on presentation of Octroi Money Receipt and other relevant documents.

## **BANK GUARANTEE/SECURITY DEPOSIT:**

- 18.0.1 All approved transport carriers, to whom the transport contract is awarded, are required to furnish a Bank Guarantee of Rs. 10,00,000/- (Rupees Ten Lac only) issued by any nationalised bank in favour of GCMMF Ltd., Anand. The Bank Guarantee (BG) will be on the approved format of the Federation, and to be on acceptance of the contract for the due performance of the terms and conditions of the contract during the currency of contract. If the transporter fails to either furnish the Bank Guarantee or fails to renew the Bank Guarantee prior to one month of the expiry of the existing Bank Guarantee, notwithstanding any of the provision in this contract, the Federation will be at liberty to terminate the contract without assigning any other reason.
- 18.0.2 During the tenure of this contract, due to any reason, if any transport carrier fails to perform transportation services as agreed upon and discontinue working as per the terms & conditions of contract, this Bank Guarantee shall be forfeited, suspended their pending freight bill till end of contract and full amount shall be recovered penalty amount as per clause No. 19.0.4 by GCMMF Ltd., Anand.
- 18.0.3 In addition to the above, transport carrier is also required to pay Rs.25,000/- (Rupees Twenty Five Thousand only) by Demand Draft in favour of Gujarat Co-operative Milk Marketing Federation Limited, Anand as Interest Free Security Deposit. In the event, the contract is terminated by either party, for any reason whatsoever; the Federation shall forfeit the said Security Deposit amount of Rs. 25,000.00.

## **PAYMENT OF FREIGHT BILLS:**

- 19.0.1 The transport carrier shall submit fortnightly freight bills in duplicate to the consignee depot, on the 1<sup>st</sup> and 16<sup>th</sup> of every month for the consignments delivered at the destinations as per the rates approved by Federation alongwith a copy of Consignment Note under which the subject consignment was transported.
- 19.0.2 The consignee depot thereafter shall make payment of these bills by Account Payee Cheque/Demand Draft within 30 days from date of receipt of consignment or the freight bill, whichever is later.
- 19.0.3 If diesel prices undergo change (upward or downward) equal to or more than Rs.2 per litre (without tax) as announced by GOI during tenure of this contract, we will review the same on every 1st. day of the month ( i.e.1st.of every month) then the destination wise approved rates shall be adjusted downward or upward by the savings or additional burden in diesel cost due to such diesel price changes with effective from 7th. of the same month. If for a month, the change is less than Rs.2 per liter (w/o tax) in diesel prices, for the next month review the previous month's effect will be carried forward and net cumulative change will be considered
- 19.0.4 During the tenure of this contract, any transport carrier denies to lift our goods at our approved rates, GCMMF would immediately arrange vehicle from the open market and the difference would be recovered from the transporter's pending freight bills. We also keep our right reserve to withhold carrier's freight bills till end of the contract.
- 19.0.5 Detention will be paid @ Rs. 700 per day after 48 hours (if vehicle reported before 4 PM to godown than only reporting day will be consider) of reporting of the vehicle excluding Sunday & Public Holiday if any in between. To calculate applicable detention, GCMMF depot Godown Keeper's arrival and unloading time reporting will

be treated as final, therefore it is primary responsibility of transport carrier's representative to get these timings noted on arrival Report.

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- 19.0.6** If vehicle reported at our MU before 2 PM for loading and detained more than 24 hours. Rs. 500/- per day will be given. Transporter has to submit their bills to Manager (Commercial), HO alongwith copy of gate pass of particular MU.

**DURATION OF CONTRACT:**

- 20.0.1 This contract shall remain in force for a period of 12 months from November 01, 2017 (up to October 31, 2018).
- 20.0.2 The Federation shall have an option to extend this contract after its expiry for a further period of three months from the last date of the validity of this contract (upto January 31, 2019) on the same terms and conditions as contained herein.
- 20.0.3 The performance of the transport carrier will be evaluated continuously. If the services of the transport carrier are found unsatisfactory, the Federation reserves the right to suspend, terminate the contract without reference to the carrier.

**STATUS REPORT OF LIFTED CONSIGNMENTS:**

- 21.0.1 The transport carrier is required to submit the detailed statement giving complete particulars of the consignments lifted from various loading Points, date of delivery, particulars of freight bills submitted etc. on a quarterly basis. Such statement should be submitted to Marketing Despatch Deptt, Federation HO, Anand with copies to the respective consignees within 15 days of the quarter end.
- 21.0.2 In case, any consignment has not been delivered and is in transit at the time of submission of the statement, the details of such consignments will be repeated first while submitting the subsequent statement.

**FREIGHT RATES FOR NEW CENTRE/S:**

- 22.0.2 In any new consignee destination/s is/are opened during currency of this contract, the Federation reserves the right to decide about the freight rates on distance basis and the existing approved freight rates for other destination in that State/Union Territory.

**GENERAL :**

- 23.0.1 The transport carrier has to furnish a true copy of the Partnership Deed/Memorandum and Articles of Association as the case may be within 30 days after the contract is awarded.
- 23.0.2 In case any goods are to be brought back to our loading point/s, the transport carrier shall transport such goods from the unloading point/s to the loading point/s and shall charge the same freight rate as applicable for transportation from that respective loading point/s to unloading points.

23.0.3 The Federation reserves the right to transport their goods by any other means of transport and employ any other transport carrier for similar work or to employ more than one transport carrier for same destination on different terms.

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23.0.4 The agreed freight rates shall apply in all cases where dispatches are made by Federation and/or their depots/wholesale dealers/ Member Unions and/or any party designated by the Federation.

23.0.5 The transport carrier will not sublet or transfer the whole or part of scope of their work under this contract or assign any of the benefits made in this contract to any other person, firm or company.

23.0.6 The Transport Carrier is solely responsible for damage or injury caused to any third party due to negligence or misconduct on the part of the transport carrier or their employees/associates.

23.0.7 The Federation may at any time terminate the contract forthwith by in writing without assigning any reasons to do so and without any compensation to the transport carrier, if the transport carrier firm or any partner of the firm is at any time adjudged to be insolvent by a court of law. Notwithstanding what is stated in clause no. 18.0.1, where the transporter breaches any of the terms & conditions of this contract or if the transport carrier firm or any partner of the firm is at any time adjudged by a court of law, the Federation reserved the right to terminate the contract forthwith without assigning any other reason.

23.0.8 In case of any dispute arising in respect of this contract, the decision of the Managing Director of the Federation shall be final.

23.0.9 This contract is entered into at Anand and is subject to Anand Jurisdiction only.

Above Terms and Conditions are accepted by us.

Signature of  
Authorised  
Signatory of  
transport carrier Firm : \_\_\_\_\_

Name of the  
Authorised signatory : \_\_\_\_\_

Place : Anand

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

Date : / /2015

Rubber Stamp  
of the transport  
Carrier Firm : \_\_\_\_\_

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