

(On the Stamp Paper of Rs 300/-)

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

**TERMS AND CONDITIONS OF TRANSPORT CONTRACT
FOR REF. PRODUCTS: 2024-25**

This agreement is made as on -----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 Federation's 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 & other frozen products 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 product 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 -10⁰ C before loading of products and always maintained air temperature of container at a constant -23⁰ C (+/- 2) and product's temperature -18⁰ C 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 from 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 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
- 2.1.14 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.
- 2.1.15 The freight should be calculated from the date of starting of transportation of vehicle.
- 2.1.16 Every year Refrigerated Van rates will be finalised through "Reverse Auction" process.
- 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 1st registration date of vehicle. However in case of any brand new vehicle's registration date is earlier (during Oct to Dec) but it take time for fabrication of container or installation of ref unit and placed**

for service in just next year (Jan to April) than model year of such vehicle to be treated as placement year of vehicle with Federation.

- 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
- 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 (TDS) will be deducted at source from freight charges payable on transportation contracts as per rules.
- 2.1.24 Carrier may terminate this agreement prematurely without giving any reason by giving the three months advance notice to GCMMF LTD. However in case of poor performance of vehicles or any misconduct or any other reason, Federation reserve the right to discontinue any such vehicle or all vehicles even without any reason with immediate effect as per decision of GCMMF LTD.**
- 2.1.25 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 Head (Frozen, Bakery & Sweets Division)/ SGM (P&M)/ COO /MD of GCMMF LTD whose decision will be final & binding. In case of any dispute to be referred to court than court at Anand City (Gujarat) shall have jurisdiction for the same**
- 2.1.26 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.
- 2.1.27 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 & T&C.
- 2.1.28 Federation has right to get any type of painting of Amul Products on the hired yearly dedicated ref. Vehicles. Transport carrier can charge tax if any levied by Municipality or Municipal Corporation on submission of tax receipt along with the freight bills.**

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, Spot photographs, Spot survey 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 Arrival Report prepared at the time of taking delivery of the consignment or acknowledged by branch on the CN cum DMR or acknowledged invoice.
- 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 TPNP (Theft / Pilferage and non-delivery) of both 1st and 2nd leg consignment. Transit policy does not include the damage of goods due to failure of ref. Unit of vehicle during transit or till unloading of stocks.**
- 3.1.7 **However in other cases general damage other than clause mentioned 3.1.6 amount to be borne as per below:**
- a) **Ist leg Veh: By Federation up to Rs 1000/- + Rs 4000/- by Insurance co. Rest excess damage amount to be recovered from Transport Carrier.**
- b) **2nd leg: Any damage amount to be recovered from Transport Carrier.**
- 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 claim/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 TPNP to our consignment, the Transport Carrier should immediately report the matter to the nearest Police Station, simultaneously informing Concerned Logistic Incharge / Branch / 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 / Branch 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 to save stocks
- 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 / Branch / 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 submit the report of sequence of incident, Data logger's Report, repairing bills of the refrigerated plant/ vehicle to the concerned LIC/ Branch with the intimation to Incharge, Ice Cream Division at HO.
- 4.1.5 The carrier will provide all necessary documents to the supply stock Branch for processing the Insurance claim.
- 4.1.6 Freight payable on such consignments will not be paid unless our representative receives all the documents.
- 4.1.7 Such documents will be made available within 15 days of accident.
- 4.1.8 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 Branch /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. Failing 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.
- 4.1.9 Any shortage of products in consignment will be on account of transporter.
- 4.1.10 Any damage of products during transit or damage of products due to malfunctioning / breakdown of ref.Unit will be on account of transporter.
- 4.1.11 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.
- 4.1.12 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.
- 4.1.13 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.
- 4.1.14 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.
- 4.1.15 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.**
- 4.1.16 Distance covered will be calculated based on an agreed schedule/ speed of distances based on Fixed Standard Km List available at Branch/ LIC which must be correctly recorded by the Carriers in the CN cum DMR.
- 4.1.17 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.
- 4.1.18 The only escalation to freight charges will be on account of diesel fuel time to time subject to revision of Rs 2/-lit or more, as per separate exchange of letters between the parties to this Agreement.
- 4.1.19 The Transport Carriers can 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 old vehicle, than only brand new vehicles (with all three component of vehicle like Chassis, Ref. Unit and Container) should be**

replaced 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 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 trip-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 Journey time will be calculated on and average speed of 30 km/ hour of vehicles for each Destination to destination.**
- 6.1.6 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.

SECURITY DEPOSIT (SD):

- 7.1.1 All transport carriers are required to submit a Security deposit of Rs 2 lac (Rupees two lac) +SD declaration documents on the stamp paper of Rs 300/-or decided by Federation time to time.
- 7.1.2 If the transporter fails to submit the SD, notwithstanding any of the provision in this contract, the Federation will be at liberty to terminate the contract without assigning any other reason.

- 7.1.3 During the tenure of this agreement, due to any reason, if any transport carrier fails to perform transportation services as agreed upon and discontinue working as per T&C of this transport contract, the Security Deposit (SD) shall be forfeited, suspended their freight bills till end of contract and full amount of loss to be recovered with penalty by GCMMF Ltd.
- 7.1.4 **If any transport carrier has already been provided BG than Rs 2 lac as Security Deposit (SD) will be provided by transport carrier at the time of expiry of BG and no extension of BG will be accepted. However after expiry of BG and non submission of SD, GCMMF will adjust deposit as SD from their pending freight bills.**

PAYMENT OF FREIGHT BILLS:

- 8.1.1 The Transport Carrier will submit freight bills **in duplicate** to the consignee on trip basis (for 1st leg supply if GST charging) /fortnightly /monthly basis, 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/RTGS /NEFT within 30 days, from date of receipt of bills at logistic place, 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 temperature as mentioned by the goods receiving authority at WD/Branch.

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.
- 9.1.2 Transport carrier or its agent have to ensure handover of stocks to WDs as per loading done by branch C&F or ICMUs as per route planning. Loading and unloading arrangement to be done by C&F / ICMUs in the ref. container of vehicle.

TEMPERATURE & PANALTY:

- 10.1.1 The transport carrier will maintain Air Temperature of container -23°C ($+2^{\circ}\text{C}$) and **product at -18°C during transit & unloading time.**
- 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 provided at Tem -16°C to -18°C however the Transport Carrier has to Maintain during transit and delivered products at -18°C .
- 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, prorate 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°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 /Branch

Further, in case where stock temperature is above -10° C, as advised by QA team, the stocks may be immediately put under blast freezer to preserve the quality of stocks. The charges applicable for this process will be borne by the transporter.

At locations, where blast freezing facility not available these high temperature stocks as advised by QA team may be kept in cold-room to attain required temperature. The charges applicable for this process will be borne by the transporter.

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 printed prescribed 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^{the} bills (As per Annexure-F)

10.1.7 VTS/GPS: All refrigerated vehicles should have installed GPS with temperature sensor in working condition.

10.1.8 Temperature of products to be considered as per the declaration on documents by unloading Branch/C&F on DMR /Arrival Report /Delivery Examination Report /on acknowledged invoice or as per report of VTS whichever is higher. For example if the temperature of products acknowledged by party is -18° C and temperature showing in data logger/VTS is -15° then for penalty point of view the term to be considered as per the actual temperature acknowledged by party.

Penalty Clause:

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 /Branch 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 maximum **Rs 5000/-**.

12.1.2 **Non returning of Empty Crates:** In case of any Branch or WD do not return the empty crates than transporter has to get acknowledge the same on your consignment note for the same in writing with their seal and signature from C&F/Branch 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 Crates:** In case of short returning of crates, the amount of **crate@Rs200/-** 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 subject to maximum Rs5000/- per month.**

12.1.5 Penalty for Non-Placement of refrigerated vans:

12.1.6 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.

12.1.7 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, pandemic, provided that the Company may at its discretion use the refrigerated trucks to profitably transport other cargo during the period under consideration.

12.1.8 **FSSAI:** Ttransporter should have license and need to follow all the norms mentioned under **Food Safety & Standards Act 2006 of India** (FSSAI) and keep the copy with your vehicle along with other document so that it can be seen by Federation and Government Official at any time during contract period.

Documents to be submitted along with of freight Bills:

13.01.01 following documents to be submitted along with the freight bills:

- I. Summary of DMR as per attached annexure
- II. Original + Duplicate CN Cum DMR duly filled up in all the required data
- III. Acknowledged copy of Sales Invoice /Stock Transfer Invoice
- IV. SAP Generated Crate receipt of Branch and ICMUs both
- V. **Temperature report (Graph) of trips made with mentioning of date and time. Time interval to be set for 3 hrs for 2nd leg veh while 6 hrs in 1st leg vehicles. Temperature unit in attaching graph to be set/ shown between +30 to (-30) deg C with the interval of 5 deg C. Temperature graph attached should be clearly readable and legible form.**

13.01.02 If above mentioned documents already submitted to Branch/ LIC at the time of Completion of trip than only duplicate copy of DMR along with summary of DMR to be attached with your bills.

13.01.03 GCMMF Ltd is doing business of all type of dairy products like Fresh, dry, wet and frozen. It may be possible that frozen vehicle may be used for transportation of dry and wet products too. Transport carrier cannot deny as and when needed to transport such products. In such case approved frozen freight rate would be considered as per following:

- a) 10% lower rate of Variable per km rates if vehicle is on Fix + Variable model OR 10% lower Per km Rate if vehicle is on per km basis in case of transportation of wet products where products to be transported at +0 to 4 deg C. In this case temperature of ref unit to be set at 0 to-5 deg C and product to be maintained at +4-5 deg C during journey till unloading of products.
- b) 20% lower rate of Variable per km rates if vehicle is on Fix + Variable model OR 20% lower Per km Rate if vehicle is on per km basis in case of transportation of dry products where no need of operating ref. unit. In this case ref. unit will remain closed during journey.

14.01.01 Carriers has to provide required states permit in their small 207 vehicles but rest all vehicles need national permit which is compulsory.

14.01.02. This agreement will be valid for a period of 12 months from **01.01.2024 to 31.12.2024** and unless extended by mutual agreement will expire automatically.

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

Authorised

Signature : _____ Rubber Stamp of firm:

Name : _____

Designation : _____ Place: Anand Date:

Annexure – AGUJARAT COOPERATIVE MILK MARKETING FEDERATION LTD., ANAND.DATA-SHEET FOR REGISTRATION AS APPROVED CARRIER

Pl Affix your Latest Passport Size Photo

1	Name of the firm & Postal Address of the firm (Full Communication address) With Pin Code						
2	Head Office Address (If Any)						
3	Contact Person Detail :-						
	Sr.No	Name	Designation	Office No. With STD Code	Mobile	Mobile	Email
	1						
	2						
4	PAN Number (Compulsory). Please attached PAN Copy duly seal & sign				=>		
5	FSSAI Licance No. of Firm :- (Active Food License no. under Food Safety and Standard Authority of India Act-2011) Please attach copy of license.				=>		
6	Name, Designation and Address of the Principal Officer, with whom to Communicate in this regard				=>		
	Mobile:						
7	Composition of Firm - (Put a tick mark in)	: Proprietor				Partnership	
		Company				Cooperative	
(Pl attach copy of Partnership Deed or Memorandum of Association)							
8	Year of Establishment				=>		
9	Number of Branch Offices (in the country (Attach a list with their addresses)				=>		
10	Name of the Bankers (With Their Addresses)				=>		
11	Number of total trucks owned (Please give Registration, Nos. Of all the trucks Owned by the carrier Firm (Separate sheet is attached.)				=>	1-Refrigerated Van	
						2-Open Trucks	
						3-Insulated Vans	
						4-Containers Truck	
12	Number of vehicles controlled through Contracts/ associates etc.				=>		
13	Names of the prominent companies and their products transported by your firm on regular basis . Please attached the separate list herewith				=>		
14	Total Firm freight billing in last three years period (April-March)				=>	Year	Rs. In lac
						2020-21	
						2021-22	
						2022-23	

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

**Rubber Stamp/
Seal of the Firm**

**Name
Designation**

Note :-

1. Wherever the space is not sufficient, please provide information in a separate sheet.

Annexure-C Vehicle Detail

M/S:		(Transporters)	Town:			
Sr.No	Vehicle's Details	1(Example)	Vehicles			
			1	2	3	4
1	Location:	Nagpur				
	1-Vehicle Model	TATA-1109				
	2-Regitration No.	MH-2A1234				
	2-Date of Registration of Veh	25.01.2021				
2	Refrigerated Plant:					
	1-Plant Model	Carrier Ossid-300				
	2-Year of Mfg.	2020				
3	Body Container:					
	1-Made by	Suraksha				
	1-Year of Mfg.	2020				
	3-Dimension (In Fts.) Actual					
	-Inner(L x B x H) In feet	17.5'x7.'x7'				
	-Outer(L x B x H) In feet	18'x6.8'x6.8				
4	Insulation :					
	1-Type					
	2-Thickness (in mm)	125				
	i-Floor (mm)	125				
	ii-Walls / Ceiling(mm)	125				
5	Capacity :					
	1-In No. of Crates	300				
	2- Pay Load Capacity / MT (As Per RTO Rules)	5.5				
6	National Permit Available (Yes or NO)	Yes (If Yes)				
7	Name of the Drivers					
	Driver-1 & Mobile No	XYZ- (9898901199)				
	Driver-2 & Mobile No	XYZ (9699999999)				
8	Hedge Door -3'x3' (Yes/No) It is mandatory in all vehicles	Yes (If yes)				
9	GPS with temperature Sensor (Yes/No). It is mandatory in working condition at all time	Yes (If Yes)				
	Brand of GPS	Geotrack				
10	GPS with temperature sensor (Website / Login ID / Password	www.geotrackers.com / Amul /Amul				

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 whether committed or temporary nature of vehicle.

(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 & Signature of the Carrier)

Ccto Concerned LIC / Branch