

## Transport Contract Sample

### TRANSPORT AGREEMENT BETWEEN (STATE NAME OF ORGANISATION) AND

LOCAL TRANSPORTER \_\_\_\_\_

(State name of Organisation) (hereinafter referred to as "(State name of Organisation)") hereby appoints \_\_\_\_\_ (hereinafter referred to as "The Transporter") as agent for the transportation of WFP/ \_\_\_\_\_ Government and other donor provided / programmed food (Cereals, Lentils, Oil and Unimix etc). From \_\_\_\_\_ warehouse in \_\_\_\_\_ District, to the various distribution site's in the district. The Transporter will make deliveries to centers as per the approved distribution plan and as per the instruction and documentation on the Waybills by the (State name of Organisation)staff during the dispatch.

#### A. Responsibilities of Transporter:

##### 1.0 Transport of Commodities

- 1.1 Provide transport for transportation of food from warehouse in \_\_\_\_\_ to the distribution sites.
- 1.2 The transporter is responsible to provide fuel for all his trucks for transport of the food allocated.
- 1.3 Provide roadworthy vehicles in very good condition and well maintained for transportation of Commodities to designated locations.
- 1.4 Due to the mountainous tough terrain and poor road infrastructure in \_\_\_\_\_ district, the Transporter is required to ensure his trucks are the types and sizes that can easily move within the district.
- 1.5 Commence loading of the trucks in warehouse immediately they receive instructions from (State name of Organisation)personnel on ground and contract has been signed. Delay to load within 48 hours the contract will be treated as cancelled.
- 1.6 Properly cover the trucks carrying the commodities with good and strong tarpaulins. Make sure the tarpaulins are secured properly using strong ropes.
- 1.7 Transport the commodities from warehouse of \_\_\_\_\_ to distribution centers through out the district as per the waybills and to the final destinations according to (State name of Organisation)delivery/ distribution plan approved by the Local Steering Group.
- 1.8 All efforts must be made to complete transportation without transshipment. In the event that transshipment becomes unavoidable, it may only take place \_\_\_\_\_ with the knowledge and approval of (State name of Organisation)office in \_\_\_\_\_.

- 1.9 Complete the delivery of the total tonnage within the agreed period.

## **2.0 Personnel**

The Transporter will employ adequate personnel to transport the commodities. The responsibility for such personnel will be fully that of the Transporter and not of (State name of Organisation).

## **3.0 Reports**

- 3.1 Provide invoices for all transport charges on a convoy basis.
- 3.2 For payment the transporter will submit to (State name of Organisation)'s office in \_\_\_\_\_ original Waybills as proof of delivery. The Waybills must be signed and stamped by the three members of the Elected Relief Committee of the location. If the waybill is not signed (State name of Organisation) reserves the right to stop or delay payment. In addition, the transporter will attach the (State name of Organisation) list of waybills received and signed in WFP format provided.

## **4.0 Insurance and Security**

- 4.1 The Transporter will ensure that the trucks are fully insured to the value of the Vehicle and cargo against normal risks (fire, theft and third party liability) at his own expense and no liability will attach to (State name of Organisation) in this respect. Transporter will provide proof (a certificate from the insurance company) of the insurance coverage to (State name of Organisation).
- 4.2 Transporter will ensure that the driver of the trucks and their assistants will also be insured in accordance with laws of \_\_\_\_\_, (provide proof to (State name of Organisation) of such insurance) whichever is applicable and no liability will be attached to (State name of Organisation) in this respect.
- 4.3 The Transporter will arrange for his own security for the trucks on transit. (State name of Organisation) will be informed of the details. (STATE NAME OF ORGANISATION) will work with District Police Office and Local Steering Groups on security arrangements and keep transporters informed as and when there is information to share.

## **B Responsibility of (State name of Organisation):**

### **1.0 Payment to Transporter**

- 1.1. (State name of Organisation) will pay The Transporter for transport of commodities from \_\_\_\_\_ warehouse at the rate of USD \_\_\_\_\_ for tarmac and non-tarmac road as designated by the Local Steering Group.
- 1.2. (State name of Organisation) does not make any advance payments. Full payments will be made

Upon presentation of original signed / stamped yellow copies of (State name of Organisation)waybills for the transport from warehouse in \_\_\_\_\_ with any adjustments due to losses deducted at the time. This payment will be made within 15 working days after receipt of the original invoice, signed waybills and the (State name of Organisation)list of waybills received signed by the Elected Relief Committees on site.

- 1.3 The transport invoices along with acknowledge (State name of Organisation)Waybills will be issued after transportation of minimum every 25 Mt or tonnage negotiated as per the capacity of the transporter.
- 1.4. (State name of Organisation)will deduct from The Transporter's invoice transit losses at CIF value in \_\_\_\_\_ and transport costs for the commodities lost on transit. These rates are provided by World Food Program. The damaged commodity remains (State name of Organisation)controlled property. The transporter will only be paid for the actual quantity delivered fit to final destination.
- 1.5. All payments will be made only through (State name of Organisation)Relief operations in the district.
- 1.6. All Payments will be made in cheque form and paid to the name of the person indicated in the agreement unless agreed up during the signing of the agreement.

## **C General Provisions**

1.0 Any losses during transportation from point of loading to the final destination will \_\_\_\_\_ be deducted against the transport invoice. Transport charges will not be paid for

Commodities lost/damaged. Underweight bags will be re-weighed to determine the actual bags / kilograms (kgs) lost.

In the event that commodities are forcibly taken from a truck by armed men, or any other person with fire arms, the case will immediately be investigated in collaboration with the local authority in the area. The Transporter may or may not be held responsible for such a loss arising from armed attack.

2.0 This agreement is valid till the 31<sup>st</sup> of December 2000.

3.0 This may be modified or extended by written agreement of both parties within fifteen days after receipt of written notice.

3.0 In the event of disagreement arising out of this contract, the parties agree to

Negotiate a settlement of this agreement, or failing to reach a settlement submit the Disagreement to mediation

**Penalty Clause:** In case of non operation of any convoy or truck due to mechanical failure, lack of spare parts, lack of fuel or lack of The Transporter's employees to comply with the terms of this agreement and where such a delay eventually disrupts the relief operation and (State name of Organisation)relief distribution cycle, The Transporter will be allowed a maximum of seven (7) days as down time to solve the problem after which if

the convoy/truck still does not arrive in the distribution site, (State name of Organisation) reserves the right to charge the transporter for the delay at the rate of USD \_\_\_\_\_ per ton per day for each day the convoy/truck is delayed after the seven days. In that case (State name of Organisation) has the reserves the right to engage the services of another transporter without any further notice to the defaulting transporter.

The Transporter is expected to deliver from \_\_\_\_\_ warehouse at \_\_\_\_\_, the whole quantity of Mt as per waybill, within the specified period. An evaluation will be carried out at the mid of the month to review the performance of the transporter. This evaluation will be used to determine the continuity of this contract. If the performance of the transporter is considered below the expectation of (State name of Organisation); (given the time remaining before the rains), (State name of Organisation) will reserve the right to terminate this contract based on the termination clause below and without any further reference to the transporter.

**Termination of Agreement** (State name of Organisation) may terminate this agreement for any reason upon giving 10 days written notice to transporter. In such an event, except when the termination is due to a breach of this agreement by transporter, (State name of Organisation) will calculate payment (pro-rata) at the cost per ton or cost /km/Mt up to the point where the convoy stopped (whichever is applicable.)"

**Force Majeure:** If through "Force Majeure" (Government embargo, war, blockages, revolution, insurrection, mobilization, strikes, lockouts, riots, other extra ordinary civil disturbances, and/or an act of God) where one or both of the contracting parties are unable to perform their obligations under the terms of this contract; then it shall be considered canceled and no penalties attached to the parties. (State name of Organisation) will then calculate payment at the rate per ton per kilometer up to the point where the convoy stopped.

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

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**For and on behalf of (State name of Organisation)  
The Transporter.**

**For and on behalf of**

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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