The following is an example of an agreement for contracting inland transport services.

**This sample agreement is provided for informational purposes ONLY.**

* It is not intended as, nor does it constitute, legal advice.
* It should not merely be duplicated without consideration of the particular situation at issue.
* It is not intended to cover each and every situation or relevant circumstance, nor can it anticipate specific needs.
* Always use your organization’s own contract templates where available.

**Consult an attorney before making any contractual commitment or signing any agreement**. You may have a specific situation not addressed by this sample, and the attorney can address that particular issue for you.

**AGREEMENT FOR THE PROVISION OF TRANSPORT SERVICES**

**ROAD CARRIAGE AGREEMENT**

This Agreement is made on the \_\_th day of \_\_\_\_\_\_\_\_ 20\_\_.

**BETWEEN**

\_\_\_\_\_\_**(Name and address of Awardee)**\_\_\_\_\_\_a Non-Governmental Organization registered in \_\_\_\_\_\_\_\_\_\_(country)\_\_\_\_\_ (hereinafter referred to as the “***Awardee***” which term shall where the context admits include its duly appointed agents, its successors, and assigns) and whose principal place of business for the purposes of this Agreement is \_\_\_\_\_\_\_(physical address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

**AND**

\_\_\_\_\_\_**(Name and address of Service Provider)**\_\_\_\_\_\_a limited liability company incorporated in \_\_\_\_\_\_\_\_\_\_(country)\_\_\_\_\_ (hereinafter referred to as the “***Service Provider***” which term shall where the context admits include its successors and assigns) and whose registered office or principal place of business is at \_\_\_\_\_\_\_\_\_\_\_\_\_\_(physical address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS**

1. The Service Provider is being engaged by the Awardee as clearing and forwarding agent for commodities/consignment specified in Appendix A and B of this Agreement, and it is the sole intention of the parties that the Service Provider shall solely be engaged as the transporter and offer transportation services in accordance with Appendix A of this Agreement for all the commodities/consignment where the Service Provider shall offer clearing and forwarding services.
2. The Service Provider, holding a valid operator’s license and having complied with all statutory provisions and being of good repute, financial standing, and professional competence, and operating authorized motor vehicles with a suitable management and maintenance team, runs and operates a network of inland haulage services within \_\_\_\_\_\_\_\_(countries)\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “the Territory”); and
3. The Service Provider shall at all times make and keep available sufficient motor vehicles over which the Service Provider holds due legal title or ownership or control; and at all times fully compliant with all and any legislative requirements within the Territory; and
4. The Service Provider shall from time to time take delivery of or deliver consignments to and from the Awardee or as per directions from the Awardee for delivery of the said consignments to the Awardee’s final destination.
5. The Service Provider is prepared, ready, willing, and able to offer the Company haulage services for the carriage of consignments within the specified area in the Territory, and the Awardee is prepared to make use of the Service Provider’s haulage services covering the specified area of the Territory; and
6. The Awardee and the Service Provider intend to give their cooperation and secure footing by executing this Agreement on the date aforementioned

**WHEREBY IT IS AGREED EXPRESSLY AS FOLLOWS:**

1. **DEFINITIONS**

“Consignment” means goods in bulk or contained in one parcel, package, or container, as the case may be, or any number of separate parcels, packages, or containers transported at one time in one load for the Sender from one destination to another.

1. **The Service Provider Obligations**

The Service Provider shall:

* 1. Collect and deliver the consignment to be carried as instructed by the Awardee.
	2. Immediately inform the Awardee of any unusual delay.
	3. In the event of loss, damage, or misdelivery, immediately inform the Awardee and thereafter supply a detailed statement from the driver and the loader of the cause and circumstances, together with any further information that the Awardee may require.
	4. If any loss is or is suspected to be due to theft or pilferage, in addition to the action under 2.3 above, immediately inform the police and provide all the assistance required in tracing or recovering the consignment and apprehending the guilty persons.
	5. In the event of an accident, the Service Provider shall immediately/at the earliest, obtain and deliver to the Awardee a detailed statement from the driver and the loader together with a police report in respect of the accident along with the waybill(s) and accompanying documents relating to the consignment.
	6. Where necessary and at request of the Awardee, provide an independent survey report.
	7. Handle the consignment with utmost care from the time of collection from warehouse and port until delivered to Awardee’s warehouse or designated delivery point.
	8. Be responsible for all damage to Awardee’s commodities arising whilst in its custody and/or control where the same arise from either the Service Provider’s or Service Provider’s transporter’s negligent act or omission, provided the Service Provider’s legal liability is proven. For damaged or missing bags/tins/units of commodities in transportation, Awardee destination office will indicate the losses on the waybill presented by the Service Provider.
	9. Offer to the Awardee vehicles for which it has a due legal title of ownership, and ensure that the vehicles are maintained in a roadworthy condition.
	10. Obtain and maintain and/or ensure all road service permits, licenses, weights, and measures and other approvals necessary, and make timely application for the same when they fall due.
	11. Be responsible for issuing the damages reports for all insurance claims that come to its knowledge and/or noted directly throughout the whole route, sending a copy of same to the Awardee.
	12. Keep the Awardeeduly informed in respect of the situation of each expedition/shipment and/or of any incidents or problems that may occur (opening of containers in customs, incidents in the handling, breakage or damages, etc.) In case of breakage, damage, loss, or robbery of the merchandise, an immediate report of the situation should be made in order to keep the Insurance Company duly informed.
	13. Inform the Awardee by email of departure of commodities from the central warehouse.
	14. Confirm by email the departure of the commodities from the \_\_\_\_(country)\_\_\_ customs, the estimated date of their arrival to central warehouse, and departure from this position.
	15. Confirm by email the arrival of the consignment at final destination.
1. **Awardee Obligations**

The Awardee shall:

* 1. Ensure that all Products will be safe for transport and handling provided the same is dealt with by the Service Provider in accordance with all reasonable instructions given by the Awardee and good industrial practices in transport, distribution, and warehousing.
	2. Ensure that the commodities are off-loaded from the container(s) or trucks within one (1) working day from the time of arrival of the truck at Awardee’s warehouse or designated delivery point.
	3. Indemnify the Service Provider in case the obligations specified in this clause and other provisions of the Agreement are not fulfilled by the Awardee.
	4. Ensure that the packaging of the Products and the nature of consignment comply with all applicable Laws.
	5. At its own cost, repackage or give instructions on repackaging upon notification by the Service Provider of any apparent poor packaging of the consignment.
1. **Assignment of Contract**
2. The Service Provider may assign, transfer, or sub-contract obligations under this Road Carriage Agreement and its performance or any benefit hereunder whether wholly or partly, to any person, Firm, Company, or otherwise.
3. Notwithstanding the transfer or subcontracting made by the Service Provider in this regard, the Service Provider will remain liable to the Awardee in accordance to the provisions and performance of this agreement.
4. **Transport Rates and payment**
	1. The transport rates for various destinations will be based on net weight of cargo and will be as provided in the Appendix B hereto.
	2. Either party shall issue a thirty (30) day written notice of any proposed amendments to the rates provided in this agreement.
	3. The Awardee will pay the Service Provider for the Services at the rates set out in Appendix C. All rates are exclusive of any value-added tax at the applicable rate. The amount charged for the Services rendered by the Service Provider and the other disbursement charges will be included in the invoice raised by the Service Provider.
	4. The Awardee shall directly be liable at the first instance for payment of duties, taxes, and penalties payable to \_\_\_\_(country)\_\_\_ Revenue Authority arising from theft, loss, or damage of the consignment while in transit.
	5. The Awardee shall pay the Service Provider’s invoices within thirty (30) working days from the date of the invoice. The Service Provider is required to attach to each invoice copies of all receipts pertaining to the clearing order(s) to which the invoice relates, and to verify their invoices prior to dispatch to the Awardee for payment.
	6. If, during the course of this Agreement, there are subsequent changes to the Agreement resulting in the financial levels being revised, then the Awardee and the Service Provider agree to use their mutual best efforts to effect revisions in levels of fees as may be required at the time in order to achieve, to the extent possible, the economic or business purpose of this agreement.
	7. Any queries on the invoices received may only be raised by Awardee within seven (7) working days from the date of the receipt of the invoice.
	8. The Service Provider invoices, service rendered, and disbursement incurred shall be addressed and delivered to: the Awardee, \_\_\_\_\_\_\_\_\_\_\_(office address)\_\_\_\_\_\_\_, to the attention of \_\_\_\_\_\_(name and title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
	9. Charges payable by the Awardee to the Service Provider shall either be paid by cheque to be collected and/or delivered to the Service Provider through the Awardee’s \_\_\_\_\_\_\_\_ office or by wire transfer to the Service Provider’s bank accounts as may be variously advised.
	10. If the Awardee disputes the amount stated in the invoice, then it must:
		1. Pay the undisputed portion, and
		2. Within thirty (30) working days after receipt of the invoice, notify the Service Provider of the dispute and the reason for the dispute.
	11. Any invoices not disputed within this period shall be deemed accepted and payable in accordance with clause 5.5.
	12. Payment of the disputed amount will be withheld until settlement of the dispute.
	13. If the Service Provider either amends the invoice in satisfaction of the dispute or provides the required documentation to substantiate invoice details, the time for payment of any such invoice for the undisputed amount shall be within thirty (30) days from the date of the Service Provider's receipt of the amended invoice or the required documentation.
	14. In case of late payment contrarily to clause 5.5, a financial charge of 1% per month will be immediately billed by the Service Provider on any disbursement invoices.
	15. If payment is still not processed in accordance with clause 5.5 within fifteen (15) days, a financial charge penalty of 1% per day will be billed by the Service Provider on all outstanding invoices.
	16. Bank money transfer charges are for the account of the Awardee.
	17. Invoices raised by the Service Provider shall be payable without any deduction or set-off whatsoever.
5. **Consignment**

6.1 Where the consignment is containerized, the Service Provider shall forthwith return the container(s) after transportation and/or delivery to the final destination or destinations, in a good state of repair to the Awardee within the period stipulated in this agreement except where otherwise specified in writing by the Sender.

6.2 However, should the Service Provider neglect to, fail to, or otherwise not return the subject container(s) as provided in this Agreement, the Carrier shall be liable for damage or loss, if any, to the container, as well as for demurrage charges as specified under Clause 6 hereof.

1. **Waiting Charges**

The Awardee shall pay waiting and demurrage charges in accordance with provisions of Appendix B of this Agreement unless it is proven beyond any reasonable doubt that the delay caused is due to the sole negligence of the Sender, its agents, and or servants.

1. **INSURANCE**
	1. The Awardee shall procure Marine, Goods In Transit, and material damage insurance policies from door to door, covering all risks for the goods handled and transported by the Service Provider.
	2. The Awardee shall procure an Industrial All Risks insurance policy to cover their premises where Products under the bond and lien of the Customs and Excise Department are to be stored. This cover shall include but not be limited to fire, burglary, and consequential losses.
	3. The Service Provider shall procure adequate insurance policies to cover any legal liability that may arise during the performance of its obligations under the contract.
2. **FORCE MAJEURE**
	1. Both parties shall be fully or partially waived of their contractual obligations when a case of FORCE MAJEURE occurs. FORCE MAJEURE shall be considered as all unforeseeable acts or events, or even when these are foreseeable, which are inevitable, unsolvable, or beyond the control of the parties.
	2. Should an event arise that constitutes a case of FORCE MAJEURE, the obligations affected shall be extended automatically for a term equal to the delay caused by the case of FORCE MAJEURE.
	3. Any of the party invoking a case of FORCE MAJEURE must, immediately after this arises, expressly notify the other party. That notification shall be completed with a report that shall contain all the circumstances related to the case of FORCE MAJEURE, within the seven (7) calendar days following its occurrence.
	4. All cases of FORCE MAJEURE not notified in accordance with the conditions and forms aforementioned may not, under any circumstances, be taken into account or claimed.
	5. Under such a circumstances, the party affected must take all the necessary means to resume, as soon as possible, normal execution of the obligations affected by the case of FORCE MAJEURE, as well as minimization of costs and damages.
	6. Both parties shall bear the consequences to them of all kinds of FORCE MAJEURE and may not claim any kind of compensation from the other.
	7. In the event of the FORCE MAJEURE persisting and being prolonged for a period exceeding three (3) months, both parties shall meet to examine the consequences of that FORCE MAJEURE. After a period exceeding six (6) further months, the parties will be automatically reciprocally released of their obligations.
3. **ARBITRATION**

Should any dispute or difference of any kind whatsoever arise between the parties herein, the matter in question shall be resolved amicably by mutual discussion as a principle. However, when such settlement cannot be reached, the matter shall be referred for the settlement by an arbitrator to be mutually agreed upon by the parties. In default of agreement, an arbitrator shall be appointed by the Chairman for the time being of the Institute of Chartered Arbitrators in accordance with the Arbitration Act 1995 or any statutory modification or re-enactment of it for the time being in force. The decision of such arbitrator shall be conclusive and binding on the parties herein.

1. **CONFIDENTAILTY**

Unless where expressly required by Statute, this Agreement, its terms, and purport shall not be divulged to any third party or at all-either in part or in its entirety-without the consent in writing of the Company. Any commercial information that may become available to the Service Provider in the performance of this Agreement shall not be divulged to any third party or at all. Both parties shall ensure that their servants, agents, and/or employees comply with this Article.

1. **ENTIRE AGREEMENT AND AMENDMENT**
	1. This Agreement is intended by the parties to be the final expression of their agreement as to the subject matter herein, and constitutes the entire understanding between them with respect thereto. It is a complete and exclusive statement of the terms and conditions of such understanding, and shall supersede any and all prior correspondence, conversations, negotiations, understandings, or agreements relating to the same subject matter.
	2. All amendments shall be made by mutual agreement and no change in, modification of, and/or addition to the terms and conditions of this Agreement shall be valid unless embodied in a memorandum or other written notice executed by both parties herein.
	3. The English text shall prevail over any translation of this Agreement.
2. **WARRANTY**

Each of the parties to this Agreement warrants its authority under its instruments of incorporation and other regulatory and policy documents to enter into this Contract and has obtained all necessary approvals to do so and further as provided under the laws of \_\_\_(country)\_\_\_.

1. **Law and Jurisdiction**

This Agreement shall be construed and the relations between the parties determined in accordance with the Laws of \_\_\_(country)\_\_\_.

**IN WITNESS** whereof the duly authorized representatives of the parties herein have set their respective hands the day and year hereinbefore written.

|  |  |  |
| --- | --- | --- |
| Signature |  | Signature |
| Name (printed) |  | Name (printed) |
| Title/Designation |  | Title/Designation |
| Date |  | Date |
| **For and on behalf of Awardee** |  | **For and on behalf of the Service Provider** |
| in the presence of: |  | in the presence of: |
| Signature |  | Signature |
| Name (printed) |  | Name (printed) |
| Title / Designation |  | Title / Designation |

**APPENDIX A: SERVICES**

1. Transportation by Road Ex FOT \_\_\_\_\_\_\_\_\_ warehouse up to FOT \_\_\_\_\_\_\_ – cleared and not off-loaded.
2. Handling in and out of Service Provider Transit warehouses in \_\_\_\_\_\_\_\_\_\_\_\_\_ port.
3. Included in the quotation–however does not include payment of any duties/taxes in \_\_\_(country)\_\_\_ or follow-up of exemption documents.
4. Border clearance: Clearance grace period of 24 hours on arrival at the border after which detention charges will be applicable for delays occasioned due to lack of documents.
5. Exemptions or delays in payment of duty from the client.

**Truck specifications:**

**Key Performance Indicators**

**TRANSIT TIMES:**

**Routing:**

**Distance:**

**BY ROAD:**

|  |  |  |
| --- | --- | --- |
| Signature |  | Signature |
| Name (printed) |  | Name (printed) |
| Title / Designation |  | Title / Designation |
| Date |  | Date |
| **For and on behalf of Awardee** |  | **For and on behalf of the Service Provider** |

**APPENDIX B: TRANSPORTATION RATES**

**Transport Rates only:**

**All in Rate**:

**Detention Charges** (apply after 24-hour free period for both clearance at destination and off-loading at site) at a rate of:

**Exempted cargo fees** (if applicable):

**Off-loading at Site:**

|  |  |  |
| --- | --- | --- |
| Signature |  | Signature |
| Name (printed) |  | Name (printed) |
| Title/Designation |  | Title/Designation |
| Date |  | Date |
| **For and on behalf of Awardee** |  | **For and on behalf of the Service Provider** |