**UNHCR Sample Contract Agreement for Water Trucking**

## FOREWORD

Water trucking can be a very quick method of providing a refugee population with access to life-saving quantities of safe drinking water. However, recent reviews of water trucking operations have found that more tools and guidance are required to ensure predictability in terms of contracting arrangements, quality of services, monitoring, cost efficiency and exit strategies.

This sample contract agreement has been prepared for organisations planning and implementing water trucking in refugee contexts. The document forms part of UNHCR’s series of standardized forms and tools for refugee settings which are the result of an extensive review process with WASH actors. It is recognized that these standard forms and tools will require review and amendment in response to changes in engineering best-practice and feedback from the field. Therefore further review will be managed by a Technical Review Committee which will meet regularly to discuss issues related to the use of the tools and an annual review will be reported back to the WASH community.

The document should be read in conjunction with *UNHCR’s Guidelines for Water Trucking in Refugee Settings (2018),* found on [wash.unhcr.org](file:///D:\Ben\C)%20Work\External%20Agencies\UNOPS\9.%20UNHCR%20Guidelines\Water%20Trucking%20Contract\Background%20Documents\wash.unhcr.org).

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**CONTRACT #**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## SAMPLE WATER TRUCKING SERVICES CONTRACT AGREEMENT

## PREAMBLE

Whereas **[INSERT CLIENT NAME]** is a humanitarian organisation engaged in **[INSERT LOCATION]** in activities such as care for refugees and displaced people;

Whereas **[INSERT CLIENT NAME]** is planning water trucking services to deliver **[ENTER MAXIMUM QUANTITY (M3) OF WATER TO BE DELIVERED PER DAY]** to the following location **[ENTER LOCATION]** within the following timeframe **[ENTER STARTING DATE AND MAXIMUM NUMBER OF DAYS]**, hereinafter referred as the “SERVICES” as described in this signed CONTRACT AGREEMENT, the CONTRACTUAL CONDITIONS, and the SCHEDULE OF DELIVERIES.

Whereas **[INSERT SUPPLIER NAME]** has the type, quantity and quality of water trucks required and has subsequently won and is awarded the CONTRACT AGREEMENT based on the competitiveness of its UNIT PRICE for delivery of water, and its capacity and capability to undertake the agreed SERVICES.

Now therefore,

[**INSERT ORGANISATION NAME**] hereinafter referred to as the “CLIENT”. Having its address in [**INSERT ORGANISATION’S FULL ADDRESS**] and telephone number [**INSERT ORGANISATION’S TELEPHONE NUMBER**]. Represented by [**INSERT NAME**] the DIRECTOR for COUNTRY PROGRAM

And

[**INSERT SUPPLIER’S ORGANISATION**] hereinafter referred to as the “SUPPLIER”. Having its address in [**INSERT SUPPLIER’S FULL ADDRESS**] and telephone number [**INSERT SUPPLIER’S TELEPHONE NUMBER**]. Represented by [**INSERT NAME**] the GENERAL MANAGER

have entered into this CONTRACT AGREEMENT on **[ENTER DATE]** on the following terms and conditions.

1. OBJECT OF THE AGREEMENT
   1. This contract agreement is made up of the CONTRACT AGREEMENT, the CONTRACTUAL CONDITIONS and the SCHEDULE OF DELIVERIES with reference number **[INSERT REFERENCE NUMBER HERE]** and title **[INSERT TITLE HERE – e.g. Contract Agreement for the Supply of 225 m3/day of Trucked Drinking Water for Refugees in XYZ Location for a Maximum of 53 Days]**. The CLIENT awards and the SUPPLIER accepts and undertakes to perform all the SERVICES in all respects according to the SUPPLIER’s accepted CONTRACTUAL CONDITIONS, UNIT PRICES, and any additional documents as stipulated in sub-article 13.1
   2. This agreement only covers water trucking between the list of approved drinking water sources and the list of approved drinking water delivery locations (reservoirs) as described in the SCHEDULE OF DELIVERIES. The CLIENT will not pay for any water deliveries that have been made to water reservoirs not included in the SCHEDULE OF DELIVERIES. The CLIENT will not pay for water that has been collected from non-approved water sources not included in the SCHEDULE OF DELIVERIES.
   3. This contract is based upon the UNIT PRICES presented in the approved bid document presented by the SUPPLIER during tender. At no time should the MAXIMUM DAILY QUANTITY OF WATER, the MAXIMUM NUMBER OF DAYS, or the MAXIMUM CONTRACT VALUE described in article 2.1 be exceeded without an amendment to this contract, signed by both parties.
2. VALUE OF THE AGREEMENT
   1. The CLIENT will pay a total of maximum [**ENTER AMOUNT IN NUMBERS AND WORDS]** for the supply of **[ENTER QUANTITY OF WATER TO BE DELIVERED PER DAY]** for maximum of **[ENTER MAXIMUM NUMBER OF DAYS]** starting from **[ENTER START DATE]** at a rate of **[ENTER AGREED UNIT PRICE PER M3]** through the medium of water trucking to the targeted locations as described in the SCHEDULE OF DELIVERIES.
   2. Value Added Tax (VAT) is not included in the above referred total contract value. The CLIENT will, if possible and legally justified, send to the SUPPLIER written statements on VAT exemption from authorized Government authorities. If the CLIENT could not produce such official exemption document, it has to pay to the SUPPLIER **[ENTER VAT PERCENTAGE IN NUMERS AND WORDS]** VAT on the total actual amount paid for the SERVICES. All other taxes, duties and levies of any kind related to this project shall be borne by the SUPPLIER.
   3. The quantities of water set out in the SCHEDULE OF DELIVERIES are estimated quantities of the SERVICES, and should not be taken as actual and final quantities to be executed by the SUPPLIER in fulfilment of his obligation under the CONTRACT AGREEMENT. Payment will be calculated by multiplying the AGREED UNIT PRICE PER M3 (found in Article 2.1) by the ACTUAL QUANTITY OF WATER DELIVERED. The payment amount will be proportionately reduced in the case of lesser supply of water (e.g. days when water was not delivered or water was delivered with less quantity than agreed).
   4. All water transportation should be made as per the agreed QUANTITIES, COLLECTION LOCATIONS and DELIVERY LOCATIONS described within the SCHEDULE OF DELIVERIES. In no case should the SUPPLIER deliver more quantity of water / day than agreed in the SCHEDULE OF DELIVERIES. In the case where the SUPPLIER attempts to deliver a greater total quantity of water / day than the amount described in the SCHEDULE OF DELIVERIES (e.g. to compensate for a reduced quantity delivered on any day by delivering more water on the next day or other subsequent day), the CLIENT will not make payment for the additional quantity of water unless prior formal agreement by the CLIENT (otherwise it will be solely the responsibility of the SUPPLIER).
   5. The SUPPLIER accepts the risk that some water reservoirs may not be empty at the time of delivery and it may not be possible to completely deliver the full amount of water to the locations as described in the SCHEDULE OF DELIVERIES. The CLIENT will only pay for deliveries that are made into the approved water reservoirs as described in the SCHEDULE OF DELIVERIES. The CLIENT will not pay for water that is delivered into unapproved reservoirs (or private reservoirs) that are not part of the SCHEDULE OF DELIVERIES.
   6. The amount of daily water required to be delivered to each reservoir has been calculated based on its user population as described in the SCHEDULE OF DELIVERIES. The CLIENT will not pay for delivering a greater amount of water to a single reservoir than the amount defined in the SCHEDULE OF DELIVERIES (for example in the case where the SUPPLIER attempts to deliver a greater quantity of water / day to reservoirs that are closest to the water source, or are situated in convenient locations and does not deliver to reservoirs at greater distance).
   7. The CLIENT will not pay for any SERVICES that have not been executed in accordance with the complete description of the SERVICES, the CONTRACTUAL CONDITIONS and the SCHEDULE OF DELIVERIES, regardless of the degree of their completion.
3. MODE OF PAYMENT
   1. The SUPPLIER shall submit interim payment invoices to the CLIENT, after the end of each month showing the value of the SERVICES executed during the previous month. In addition to the payment invoice, the SUPPLIER shall also provide the following justification documentation:
4. Complete set of WAY BILLS for each truck dispatch, issued at the water filling station, handed over to truck driver, and signed by the Refugee Camp Committee in the reception centre, in addition to the CLIENT’s water monitoring staff.
5. Complete set of weekly WATER DELIVERY REPORTS, describing the total quantity of water distributed every week, prepared by the CLIENT’s water monitoring staff, counter-signed by the refugee community leaders at the end of each week.
   1. Upon receiving the SUPPLIER’s payment invoice and complete set of supporting documents, the CLIENT will check the payment invoice for completed SERVICES, verify the track logs from the UNHCR ANDROID WATER TRUCK TRACKER application (see article 4.15), verify the WATER DELIVERY REPORTS and pay for the indisputable value of the SERVICES within 15 (fifteen) calendar days. In case of delayed payment, the CLIENT shall pay bank interest, at the prevailing rate, on the defaulted amount.
6. OBLIGATIONS OF THE SUPPLIER
   1. **Person in Charge:** The SUPPLIER will nominate a technical focal person in charge to manage this contract and ensure no discontinuity in the operation and supply of water for the full duration of the CONTRACT without any setback. The focal person will be the immediate liaison on behalf of the SUPPLIER to address any issues arising in the field.
   2. **Operational Costs:** The SUPPLIER is fully responsible for covering all costs associated with the CONTRACT including the costs for running the necessary trucks, fuel, spare parts, maintenance, insurance, permits, duties, levies, pumping costs, salaries, per-diems, accommodation, purchase of drinking water from the approved water sources in addition to ANY OTHER OPERATIONAL EXPENSES required to deliver the agreed SERVICES.
   3. **Exemption of Damages:** The CLIENT will be exempted of any claims, damages, expenses or costs incurred by the SUPPLIER or SUB-SUPPLIERS during the implementation of the project. Any injury, loss of life, of either staff or third parties, damage of the vehicle or equipment, damage to third-party property, due either to accident, theft, removal by force, or any act of violence, or conflict, shall be the sole liability of the SUPPLIER and in no way can any claims be made upon the CLIENT.
   4. **Health and Safety:** The SUPPLIER shall take all responsibilities and legal liabilities related to health, safety and security of its own operational staff/s at all-time throughout the provision of the service. The SUPPLIER shall make sure that all staff have access to the correct types of safety equipment for the tasks they are performing. The SUPPLIER shall be responsible for fully reimbursing any losses, injury and damages in the course of delivering the SERVICES.
   5. **Truck Inspection and Approval:** The SUPPLIER is obliged, prior to signing the contract, to allow the CLIENT to inspect and approve each water tanker that will be used in the water trucking operation to ensure that it is suitable for transporting drinking water in a safe and sanitary manner. A CERTIFICATE OF ACCEPTABILITY will be issued by the CLIENT for each vehicle following inspection of the truck type, roadworthiness, reservoir condition, and the truck’s permits (if required) as follows:
      1. **Approved Truck Types:** Only water trucks that have been specifically designed and used for the function of transporting potable drinking water will be accepted. In certain cases, a written exemption may be given for trucks that have been used for hauling substances other than potable drinking water following careful evaluation by the CLIENT on an individual basis. In certain cases, a written exemption for improvised water trucks (for example flat-bed trucks equipped with water reservoirs, tractors and trailers, or animal pulled trailers) may be allowed by the CLIENT based on local context and circumstances.
      2. **Truck Road Worthiness:** The SUPPLIER is obliged to ensure that all water trucks are in good operational condition (tyres, brakes, engine, lights, suspension) and are legally permitted to drive on the road. All trucks must have an up to date Ministry of Transport Technical Inspection Certificate. In addition all vehicles must have valid comprehensive insurance and the driver must hold a valid license to drive the type of vehicle.
      3. **Truck Water Reservoir Condition:** It is not just the vehicle but also the reservoir used to transport the potable water that should also be in good condition. The SUPPLIER must ensure that the water reservoir is constructed from food grade contact material that is non-corrodible (e.g. stainless non-corrodible (e.g. stainless steel, fiberglass, plastic, or an approved epoxy liner). The interior of the water reservoir should be spotlessly clean, free from rust, mould, scum and sediment. Similarly hoses, nozzles and other equipment used in the transport and delivery of water should also ideally be constructed of food grade materials and should be spotlessly clean.
      4. **Government Permits:** In countries where drinking water hauling vehicles require Government authorization, the SUPPLIER must ensure that the water tanker has the correct permits to legally transport drinking water.

In case the truck(s) fail to pass the initial pre-inspection by the CLIENT’s technical team, the CLIENT will not issue a CERTIFICATE OF ACCEPTABILITY and the SUPPLIER must provide a replacement truck in good condition at the SUPPLIER’s own cost.

* 1. **Speed Limits and Beneficiary Safety:** The water trucks will be operating in refugee settings with a high population density. To avoid risk of accident and loss of life, all water truck drivers must drive safely and slowly at a speed of 10 KM/H when operating within populated areas. The CLIENT will provide the SUPPLIER with enough Android telephones equipped with the UNHCR ANDROID WATER TRUCK TRACKER APP for every truck. The SUPPLIER must ensure that all water truck driver’s use the UNHCR ANDROID WATER TRUCK TRACKER APP when operating their vehicles. The CLIENT reserves the right to monitor the location and speeds of the water trucks through the use of the UNHCR ANDROID WATER TRUCK GPS TRACKER application. In the case that driver(s) fail to respect speed limits in high population density areas, the SUPPLIER must immediately dismiss the driver and replace them at the SUPPLIER’s own cost.
  2. **Water Scheduling, Water Quantity and Provision of Uninterrupted Daily Services:** The SUPPLIER shall deliver the agreed quantities of water EVERY DAY to the agreed locations provided in the attached SCHEDULE OF DELIVERIES based on the UNHCR emergency standard of 15 litres / person / day. The SUPPLIER shall ensure the water trucking service continues uninterrupted every day in order to maintain a constant supply of drinking water to the assigned areas.
  3. **Hours of Delivery:** The SUPPLIER will provide the designated quantities of water to all sites in the SCHEDULE OF DELIVERIES every day between the hours of 06:00 to 12:30 and 14:00 to 17:30 without any discrimination or favouritism, and with due diligence and efficiency. The SUPPLIER must ensure that water is available for beneficiaries to collect on a timely basis every day without interruption.
  4. **Breakdowns and Backup Capacity:** The SUPPLIER must demonstrate to the CLIENT that at all times there is at least one available back-up water truck (or 1 truck for every 20 in larger water trucking operations – whichever number is higher) available for immediate replacement to cover water truck break-downs or periods when the water trucks are off-site for maintenance or repairs.
  5. **Notice of Rupture of Daily Services:** The SUPPLIER must inform the CLIENT immediately if there are any events or unforeseen circumstances that may lead to a break in daily provision of water supply to the affected population. All efforts must be made to ensure continuous daily service provision. The CLIENT reserves the right to immediately cancel the contract and assign it to a different SUPPLIER if daily services cannot be maintained.
  6. **Water Quality:** The SUPPLIER will ensure that the water provided to the targeted beneficiaries is safe for drinking. The water shall only be collected from sources that have been approved by the CLIENT and are listed in the SCHEDULE OF DELIVERIES. Water collected from any other sources not on the approved list will not be paid for by the CLIENT.
  7. **Water Truck Reservoir, Pump and Hoses Disinfection Procedure:** The SUPPLIER must ensure periodic cleaning and shock chlorination of the tanker’s water reservoir if the truck is being used for the first time, or emergency disinfection is required due to contamination. Following this the water reservoir should be shock chlorinated every month. The procedure for cleaning and disinfection can be found in UNHCR’s Guidelines for Water Trucking on the [wash.unhcr.org](file:///D:\Ben\C)%20Work\External%20Agencies\UNOPS\9.%20UNHCR%20Guidelines\Water%20Trucking%20Contract\Background%20Documents\wash.unhcr.org) website. To achieve shock chlorination the tank, and all hoses, pumps and storage equipment should be filled with water containing at least 50 ppm (mg/l) of chlorine for 12 hours. The CLIENT is not responsible for payment for lost time while trucks are being shock chlorinated.
  8. **Water Chlorination:** Chlorine should be added to the water being transported to prevent the build-up of organic matter within the storage reservoir and ensure protection of the water up to the point of consumption. The SUPPLIER must ensure that sufficient chlorine is added to the water during filling to achieve a free chlorine residual of at least 1.0 mg/l during the whole process of transportation and delivery. This is regardless of whether the water has already been chlorinated. The procedure for chlorination can be found in UNHCR’s Guidelines for Water Trucking on the [wash.unhcr.org](file:///D:\Ben\C)%20Work\External%20Agencies\UNOPS\9.%20UNHCR%20Guidelines\Water%20Trucking%20Contract\Background%20Documents\wash.unhcr.org) website. The CLIENT reserves the right to monitor the free chlorine residual at the point of delivery on a weekly basis. The CLIENT will provide the SUPPLIER with Chlorine and enough Chlorine Pool Testers and Reagents for every truck. The SUPPLIER must ensure that driver records the free chlorine residual level in the water tanker TRUCK LOG BOOK for each batch of water that is delivered.
  9. **Loading and Handling of Water**: At all times the water truck, hoses, pumps and associated equipment must be operated and maintained in a sanitary manner to ensure that water does not become contaminated and pose a risk to public health. The SUPPLIER must ensure that truck hoses used to deliver water are stored in a sealed container during transport to protect them from being contaminated. They should not be allowed to come in contact with the ground during loading and offloading. Before and after each use they should be flushed with the source water. To prevent backflow contamination, the hoses should not be allowed to touch the water in the delivery reservoir and all loading and offloading should be carried out through an air-gap.
  10. **Monitoring:** The SUPPLIER must ensure drivers fully cooperate with all aspects of the CLIENT’s monitoring system. The SUPPLIER must ensure that details of every water collection and delivery are entered in the WAYBILL and TRUCK LOGBOOK (to be provided by the CLIENT). The supplier must ensure that every truck journey is logged using the UNHCR ANDROID WATER TRUCK GPS TRACKER application (to be provided by the CLIENT). The SUPPLIER must ensure that drivers fully cooperate with the CLIENT’s monitoring staff, local government and representatives of the beneficiary community who are responsible for monitoring implementation of the SCHEDULE OF DELIVERIES.
  11. **Documentation and Invoices:** The SUPPLIER will submit interim invoices along with the justifying documents (as listed in article 3.1) to the CLIENT at the end of every month. Payment will be made on a monthly basis based on the actual total quantity of water delivered during the previous month.
  12. **Force Majeure / Acts of God:** If the SUPPLIER, for any reason or due to any act of God (see termination clause 10 hereunder), is compelled to discontinue the activities covered under this agreement, the SUPPLIER will immediately inform the CLIENT, and shall receive reimbursement for water quantities provided to beneficiaries (pro-rated) on submission and verification of supporting documentation (see article 3.1).
  13. **Timely Communication:** The SUPPLIER shall respond to the CLIENT’s requests in a timely and professional manner within 24 hours.
  14. **Visibility Materials and Branding:** The CLIENT will supply the SUPPLIER with the organisation’s visibility materials (stickers, logos, flags) to be installed on the vehicle during the contract period. The SUPPLIER must remove and return the visibility materials at the end of the CONTRACT or at any time if the CLIENT asks to do so.
  15. **Staff Performance and Conduct:** The SUPPLIER will monitor the performance and conduct of all its staff who are involved in the supply of the SERVICES, ensuring that they are carried out professionally, efficiently, honestly, and with due consideration of national rules and regulations as well as the CLIENT’s Staff Code of Conduct (in particular sexual abuse and exploitation). In the case that driver(s) fails with respect to performance and conduct, the SUPPLIER must immediately dismiss the driver and replace them at the SUPPLIER’s own cost.
  16. **Sub-Contracting:** As part of this contract, the SUPPLIER may choose to avail of the services of other specialized water trucking service providers, retaining thereby all liabilities stipulated hereunder, without change in the UNIT PRICE or any other of the contractual obligations. In case of the engagement of a sub-contractor, the full liability continues to remain with the SUPPLIER. The SUPPLIER is obliged to notify the CLIENT when engaging other SUPPLIERs prior to signing of contracts with them. The maximum percentage of engagement of all sub-contractors is **[ENTER PERCENTAGE IN FIGURES AND WORDS]** of the total contract amount.
  17. **Insurance:** the SUPPLIER is obliged to confirm that all water tankers have comprehensive insurance that ensures that the truck, water pumps, materials, tools and equipment are fully insured from any possible damage, misappropriation and third party liabilities. The SUPPLIER shall be fully liable for any damage caused by negligence or carelessness. The SUPPLIER shall secure the necessary insurance coverage where he might be held accountable for compensation of damage to property, injury, or loss of life, to any person in the capacity of passer-by or person employed by the SUPPLIER or SUB-SUPPLIER for the execution of the SERVICES, or if persons employed by the CLIENT, suffers bodily injury or is killed due to causes related to delivery of the SERVICES or the performance of the SUPPLIER under this contract. The CLIENT will be exempted of any claims, damages, expenses or costs incurred by third parties or SUB-SUPPLIERs used by the SUPPLIER during the implementation of the project.
  18. **National Water Trucking Standards:** The SUPPLIER is obliged to obtain all the necessary permits and conduct all operations and activities concerning the water trucking operations in all respects according to the effective National Governmental Regulations Governing drinking water provision through trucking services. The CLIENT shall bear no responsibility in case the SUPPLIER fails to observe the regulations.
  19. **Reimbursement of Pool Testers and Android Phones:** The SUPPLIER will be given **[ENTER NUMBER IN FIGURES AND WORDS]** Chlorine Residual Pool Testers and **[ENTER NUMBER IN FIGURES AND WORDS]** Android Phones equipped with the UNHCR WATER TRUCK GPS TRACKER application. These must be returned to the CLIENT before final payment or the CLIENT reserves the right to recover the cost of these assets (at replacement cost) from the final payment.

1. OBLIGATIONS OF THE CLIENT
   1. **Person in Charge:** The CLIENT will nominate a technical focal person in charge to manage this contract and ensure no discontinuity in the operation and supply of water for the full duration of the CONTRACT without any setback. The focal person will be the immediate liaison on behalf of the CLIENT to address any issues arising in the field.
   2. **Support in Obtaining Access and Permissions:** Where necessary, the CLIENT will support the SUPPLIER in dealing with local and camp authorities to ensure the SUPPLIER has the correct permissions in order to access the available water sources and deliver water to the refugee setting. The CLIENT will support the SUPPLIER, however ultimately it is the SUPPLIER’s responsibility to obtain all the necessary permissions and permits to carry out the SERVICES.
   3. **Installation of Water Storage and Distribution Infrastructure:** The CLIENT will ensure that sufficient elevated water storage reservoirs (Oxfam Tanks, bladders, roto tanks) and tapstands are installed in the locations described in the SCHEDULE OF DELIVERIES to support the water trucking operation.
   4. **Vehicle Inspection and Approval:** The CLIENT will thoroughly inspect and approve each water tanker that will be used in the operation to ensure that it is suitable for transporting drinking water in a safe and sanitary manner. A CERTIFICATE OF ACCEPTABILITY will be issued by the CLIENT for each vehicle following inspection as per Article 4.5.
   5. **Water Chlorination Training:** The CLIENT will support the SUPPLIER with training, HTH chlorine powder, pool testers, health and safety equipment, and routine monitoring and supervision to ensure that daily chlorination of trucked water is undertaken and there is a free chlorine residual of at least 1.0 mg/l during the whole process of transportation and delivery.
   6. **Sanitary Water Handling Training:** The CLIENT will support the SUPPLIER with training in sanitary handling of water to ensure that the water truck, hoses, pumps and associated equipment are operated and maintained in a sanitary manner to ensure that water does not become contaminated and pose a risk to public health.
   7. **Shock Disinfection Training:** The CLIENT will support the SUPPLIER with training, HTH chlorine powder, health and safety equipment, and routine monitoring and supervision to ensure that periodic cleaning and shock chlorination of the tanker’s water reservoir, pump and hoses is carried out.
   8. **Monitoring Systems Training:** The CLIENT will support the SUPPLIER with training to ensure drivers fully understand all aspects of the CLIENT’s monitoring system including the use of WAYBILLs, TRUCK LOG BOOK and the UNHCR ANDROID WATER TRUCK GPS TRACKER application.
   9. **Staff Performance and Conduct Training:** The CLIENT will support the SUPPLIER with training in staff conduct to ensure the SERVICES are carried out professionally, efficiently, honestly, and with due consideration of national rules and regulations as well as the CLIENT’s Staff Code of Conduct (in particular sexual abuse and exploitation).
   10. **Timely Communication:** The SUPPLIER shall respond to the CLIENT’s requests in a timely and professional manner within 24 hours.
   11. **Visibility Materials and Branding:** The CLIENT will supply the SUPPLIER with the organisation’s visibility materials (stickers, logos, flags) to be installed on the vehicle during the contract period. The SUPPLIER must remove and return the visibility materials at the end of the CONTRACT or at any time if the CLIENT asks to do so.
   12. **Monitoring Equipment:** The CLIENT will provide the SUPPLIER with Android phones equipped with the UNHCR ANDROID WATER TRUCK GPS TRACKER application, in addition to providing orientation and training on how to use the application properly. These must be returned at the end of the CONTRACT (see article 4.24).
   13. **Payment Invoices:** The CLIENT shall approve payment invoices and effect payment to the SUPPLIER as stipulated in article 3.1.5 of this contract.
2. COMMENCEMENT, DELAYS AND DAMAGES
   1. The SUPPLIER shall start execution of the SERVICES within **[ENTER NUMBER]** calendar days from the date of signing of the contract and shall complete the SERVICES on or before the last day of a period of **[ENTER NUMBER OF DAYS]** days, such period to be counted from the date of actual commencement of the SERVICES. In the case the SUPPLIER is late in starting the execution of the SERVICES, the CLIENT has the right to cancel the contract.
   2. The CLIENT shall not be responsible for delays caused by FORCE MAJEUR / ACTS OF GOD. In such cases, the SUPPLIER shall be paid in proportion to the quantity of the SERVICES delivered (see article 3.2).
   3. In case the SUPPLIER, is unable to complete the SERVICES within the specified time indicated in article 6.1 of this contract, the CLIENT is entitled to engage another SUPPLIER until the SERVICES are complete. The additional costs related to the introduction of another SUPPLIER for the execution of the remaining SERVICES shall be borne by the SUPPLIER.
3. VARIATIONS IN THE SCHEDULE OF DELIVERIES
   1. Due to the varying nature of water delivery during a humanitarian response, the CLIENT or SUPPLIER may at any time, or from time to time, request in writing, additions, deletions or revisions in the SCHEDULE OF DELIVERIES. Any changes to the SCHEDULE OF DELIVERIES must be approved in writing by both the CLIENT and the SUPPLIER before they come into effect and the VARIATION ORDER and new SCHEDULE OF DELIVERIES will then become part of this CONTRACT.
   2. If the VARIATION ORDER results in an increase or a decrease not exceeding **[ENTER PERCENTAGE IN FIGURES AND WORDS]** of the total contract value, such variation shall be subject to the CLIENT and the SUPPLIER making a written agreement without an adjustment of UNIT COSTS. However, the SUPPLIER shall have the right for time extension proportional to the extra services.
4. MONITORING QUALITY OF SERVICES AND DEFECTIVE EXECUTION
   1. During the progress of the SERVICES, the CLIENT is entitled to monitor the quality of the executed SERVICES, material or equipment to ensure delivery meets the norms described in the CONTRACTUAL CONDITIONS. If the quality if deemed to be outside of the norms described in the CONTRACTUAL CONDITIONS, the CLIENT is entitled to demand the SUPPLIER to remedy within the shortest time possible, and at his own cost, any observed irregularities and consequences of poor quality execution of the SERVICES, which cannot have any impact on the extension of time of completion of the SERVICES. In that case the CLIENT can halt any due payments until the SUPPLIER remedies all the above-mentioned irregularities or deficiencies.
   2. The CLIENT has the right, during the progress of the SERVICES, to give to the SUPPLIER any additional technical guidance required for the proper execution of the SERVICES. In case the SUPPLIER requires additional technical guidance from the CLIENT, they should prepare a formal request in writing.
5. LANGUAGE AND GOVERNING LAW
   1. The language used in transacting business under this CONTRACT will be English. Where there is necessity, translation to local language can be made without affecting the meaning of English version. All correspondences under this contract shall be made in the English language.
   2. This CONTRACT shall be governed by the relevant laws of **[ENTER COUNTRY]**. If any provision in this CONTRACT is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.
   3. No change in, modification of, or addition to the terms and conditions contained in this CONTRACT AGREEMENT shall be valid unless set forth in a written document signed by both parties which specifically states that it constitutes an amendment.
   4. All notices under this agreement will be given in writing and will be deemed to have been properly submitted when delivered by one of the following means: personal delivery to the designated representative and/or email address.
6. TERMINATION OF CONTRACT
   1. This contract will without any notice immediately terminate on **[ENTER DATE]**, unless extended by the CLIENT in writing.
   2. This contract may prematurely be terminated, among other legally prescribed reasons, and in the following cases:
7. If the SUPPLIER and the CLIENT are unable to perform their obligation under this contract,
8. If there appear unforeseeable situations or FORCE MAJEURE / ACTS OF GOD that might interrupt or hinder the achievement of the project objective or its execution,
9. If the CLIENT becomes bankrupt or goes into liquidation,
10. If the SUPPLIER becomes bankrupt or goes into liquidation,
11. If it is clearly identified and proved by the CLIENT that the SUPPLIER could not perform according to the terms and conditions under this contract.
    1. Either of the parties may terminate the agreement for any reason upon giving one week advance notice to the other party.
    2. The CLIENT may unilaterally terminate the agreement at any time.
    3. In case of premature termination of the contract, as stipulated in sub-article 10.a, 10.b and 10.c above, the SUPPLIER and the CLIENT will make agreement on mutually undertaken and unfulfilled liabilities of both parties. In case the SUPPLIER has executed more SERVICES than the CLIENT paid for, the CLIENT is obliged to pay the balance of assets to the SUPPLIER’s bank account within 15 (fifteen) days from the date of termination of the contract.
    4. In case of premature termination as stipulated in sub-article 13.d, 13.e above, the SUPPLIER shall indemnify the CLIENT against all damages sustained and costs or expenses incurred by him as a result of such termination.
12. CONFIDENTIALITY
    1. Neither party will disclose to any third party any of the details of this agreement without the prior written consent of the other except for information, which they may be forced to disclose under jurisdiction of National law.
13. FORCE MAJEURE / ACTS OF GOD
    1. Neither party to this contract shall be liable for any loss or damage of any nature whatsoever incurred or suffered by the other party due to delays or defaults in the performance under this contract caused by FORCE MAJEURE or ACTS of GOD. Inaccessibility of roads due to rainfall (or other weather events), poor road condition, insecurity, political unrest, conflict, and any other reason out of the control of the CLIENT will be included in the broad definition of FORCE MAJEURE / ACTS OF GOD under this CONTRACT and will not be compensated by the CLIENT.

## CONTRACT DOCUMENTS AND INTERPRETATION

* 1. The following documents shall be an integral part of the contract.

1. This CONTRACT and the CONTRACTUAL CONDITIONS,
2. The SCHEDULE OF SERVICES,
3. Revised and accepted UNIT PRICES of the SUPPLIER for the total contracted quantity of the SERVICES,
4. National Government Water Trucking Standards (where they exist),
5. All ANNEXES under the provision of this CONTRACT,
6. Any written NOTICES and WRITTEN AGREEMENTS under the provision of this CONTRACT,
7. Any other written documents required under the provision of this CONTRACT.
   1. Where contradictions occur, the provisions of this CONTRACTUAL AGREEMENT shall prevail over those of any other document.

1. SETTLEMENT OF DISPUTES AND ARBITRATION
   1. Any dispute that may arise between the CLIENT and the SUPPLIER regarding the performance or non-performance of this contract whether before or after termination, shall be settled amicably by both parties. Failing an amicable agreement, the case shall be referred to arbitration tribunal for a final award as per the provisions of the Civil Code and Civil Procedure Code.
2. EFFECTIVE DATE AND SIGNATURE
   1. This contract will come into force on the date of signature by both parties as sign of expression of will of the contractual parties. This contract is executed in 2 (two) copies. The SUPPLIER and the CLIENT each retain one copy.
   2. In witness whereof the undersigned being duly authorized have signed this agreement, on behalf of the parties hereto, at the place, on the day and year below written.

|  |  |
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| **FOR THE CLIENT**    Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **FOR THE SUPPLIER**    Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_    Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**WITNESSES**

|  |  |
| --- | --- |
| **NAME** | **SIGNATURE** |
| 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| ANNEX 1 – SAMPLE SCHEDULE OF DELIVERIES | **DAILY WATER QUANTITY (M3)** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **BENEFICIARIES (PERSONS)** |  |  |  |  |  |  |  |  |  |  |  |  |  |  | **TOTAL DAILY WATER TO BE DELIVERED (M3)** |
| **DELIVERY SITE GPS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **DELIVERY LOCATION** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **COLLECTION**  **SITE GPS** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **COLLECTION LOCATION** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **NO** | **1.** | **2.** | **3.** | **4.** | **5.** | **6.** | **7.** | **8.** | **9.** | **10.** | **11** | **12.** | **13.** | **14.** |  |