

52.247-16 Contractor Responsibility for Returning Undelivered Freight.

As prescribed in [47.207-5\(f\)](#), insert the following clause in *solicitations* and contracts for transportation or for transportation-related services when the contractor is responsible for returning undelivered *freight*:

Contractor Responsibility for Returning Undelivered *Freight* (Apr 1984)

(a) When, through no fault of the Contractor, a *shipment* cannot be delivered, the Contractor *shall* contact the shipper for disposition instructions. If the *shipment* is ordered returned to the origin point, the charges assessed for the return trip *shall* be the same as the charges assessed for the outbound trip. The shipper *shall* maintain a record of the goods that, through no fault of the Contractor, could not be delivered and are returned to the shipper. If, at a future date, the returned goods are determined to be related to a *claim* against the Contractor, the *claim* will be adjusted accordingly.

(b) When, through the fault of the Contractor, a *shipment* cannot be delivered, the Contractor *shall* return the *shipment* to the origin point at no charge to the Government. Any charges incurred for redelivery, which are in excess of the charges that would have been incurred under this contract, *shall* be for the Contractor's account in accordance with the Default clause of the contract.

(End of clause)

Parent topic: [52.247 \[Reserved\]](#)