

Standard Tender of Service (STOS)

Tender number: 19SF7523Q0005

 March 1, 2023 to February 29, 2024

Air and Transportation Services

Freight clearance, handling and delivery of inbound airfreight shipments; handling, clearance, and export of outbound airfreight shipments for the U.S. Embassy, Pretoria, U.S. Consulates General Johannesburg, Durban, and Cape Town.

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# SECTION 1 – GENERAL

### Item 1-1 Tender Administration Data

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Mailing Pretoria U.S. Embassy

 877 Pretorius Street

 Arcadia, Pretoria, South Africa

 Attention: GSO Shipping.

### Item 1-2 Definitions of Services

**TRANSPORTATION SERVICE PROVIDERS (TSP)** - For the purpose of this Tender, Transportation Service Providers shall be any Air Freight Clearing and Forwarders within South Africa.

**FREIGHT** – for the purpose of this Tender, Transportation Service Providers shall clear, transport, and deliver Freight All Kinds (FAK) air freight shipments.

**TRANSPORTATION SECURITY AGENCY (TSA) KNOWN/UNKNOWN SHIPPER** - Under the Transportation Security Agency (TSA) ruling, the U.S. Department of State is considered an Unknown Shipper. . TSA may implement additional procedures at a later date regarding the Known/Unknown status. Should this occur, companies under this tender will receive further guidance.

**DEPARTMENT (DOS)** - The term "Department", as used in this Tender, shall mean the U.S. Department of State and its establishments at United States diplomatic and consular posts abroad.

### Item 1-3 Unintentionally accepted tender rule

Tenders that are unintentionally accepted and distributed for use, which are later found not to be in compliance with the TOS, are subject to immediate removal. The carrier will be notified when tenders are removed and will be advised on the basis of their removal. **Carriers are not permitted to subcontract services under this tender to unauthorized parties without prior confirmation from the U.S. Government. The TSP must abide by the terms and conditions within this tender. No other conditions will be considered.**

### Item 1-4 Lawful performance and operating authorities

All services shall be performed in accordance with applicable U.S. Federal, State, and local laws and regulations or laws and regulations of South Africa or other countries, as applicable. The TSP shall provide the transportation of commodities to, from or between the places where shipments may move by provisions of this tender.

# SECTION 2 - OFFERS OF SERVICE

### ITEM 2-1 General

Participation in this tender is open to any TSP possessing the operating authority and insurance in terms of the laws of South Africa.

### ITEM 2-2 Approval to participate

In order for a carrier to become eligible to perform services under this TOS, it must meet the approval requirements identified below. The applicable approval documentation must be express mailed or hand delivered with this tender to General Services Office U.S. Embassy, 877 Pretorius Street, Arcadia, Pretoria, South Africa. Questions relating to the approval requirement may be directed to Transportation Officer, E-mail Pretoriaco@state.gov

Please complete the compliance checklist before submitting your proposal and ensure that all supporting documentation are included. Incomplete proposals will result in disqualification.

APPROVAL REQUIREMENTS:

* Complete hardcopy of the rates sheet provided within this tender.
* Valid copies of all licenses and membership certificates (International Air Transport Association (IATA), South African Association Freight Forwarders (SAAFF), Federal Motor Carriers Safety Administration (FMCSA).
* One (1) signed copy of the company registration with Registrar of Companies within South Africa or official documentation pertaining to company registration.
* One (1) hard copy of the transporting company's essential documents pertaining to hazardous cargo.
* Evidence that the TSP operates an established business with permanent address and telephone number within South Africa e.g., telephone / utilities bill.
* List of three largest clients by volume/weight of cargo in the past 3 years, demonstrating prior experience with relevant past performance reports, information and references.
* Evidence that the TSP has all the licenses and permits required by local law and names of transporting companies assigned for road freight assignments.
* Certificate of Insurance for warehouse and transportation.
* Proof that the TSP can provide the necessary equipment, personnel and financial resources needed to perform the work requested within this tender.
* A hardcopy brochure of the organization with a history of company
* Financial statements **and** auditor’s report for the past three (3) years.
* Copies of all certificates of fumigation, pest control and fire inspections for **each** of the warehouses located in Johannesburg/Pretoria, Durban and Cape Town.
* Accept the terms and conditions of USG within this tender of service.
* A copy of pre-trip vehicle inspection sheet.
* A copy of the disbursement account covering bond store
* Completed pre warehouse evaluation questionnaire.

The TSP shall provide the names, mailing addresses, telephone number(s) and e-mail addresses of the operations points of contact that will be responsible for tracking shipments. The U.S. Embassy intends to send all documents electronically or via courier service when original documents are required. **(As per Tender of Service document)**

In addition to an operations contact, the TSP shall provide a name, mailing address, e-mail and telephone number of an administrative contact that will handle all administrative issues.

The TSP will also supply the U.S. Government with a website address that will allow the U.S. Embassy personnel to track and trace shipments by the DOC Number and the Shipment Number.

### Item 2-3 Submission of rates

It is highly recommended that the rates sheet and all tender supporting documentation be express mailed (as stated above) via a reputable small package forwarder (e.g., FedEx, DHL, etc.) or hand delivered to the reception desk, U.S. Embassy, 877 Pretorius Street, Arcadia, Pretoria, South Africa for the attention of General Service Office. **Offers received after 16h00 local time, December 5, 2022 will not be considered, no exceptions**.

The Rate Quote Spreadsheet **(see Attachment 8-B),** for your rate submission, is also available in an Excel format.

### Item 2-4 Accessorial charges

The following accessorial charges must be all-inclusive under the Tender of Service: fuel surcharge, security fees, and document processing fee. TSP may not submit a list of or add any additional accessorial charges for shipments transported under this Tender.

Toll gate surcharges will be the only accessorial charge authorized under this tender on the condition that supporting documentation is sent by E-mail to PaoliniBA@state.gov for approval by the Transportation officer; Subject line of the e-mail must contain the GBL #, AWB number and document type, with a copy to Pretoriaco@state.gov.

NOTE: A TSP may **not** modify this TOS. Such modifications will render the TSP offer void.

### Item 2-5 Utilization of rates tendered

Rates quoted under this Tender will be received, acknowledged, and evaluated by the Department of State and will be used when deemed to be in the best interest of the Department of State. Rates should only be quoted to those points to which requested services can be provided by your company.

# SECTION 3 – RULES AND PROVISIONS

### Item 3-1 Application of rates

Rates quoted pursuant to this tender and those contained herein shall be the air freight, handling, road freight and forwarding applicable for FAK cargo from Johannesburg, Cape Town, or Durban International Airports to GBL/instruction or a specified destination in South Africa.

* Selection will be based on a combination of estimated price and past performance information or;
* If the Transportation Officer can establish which Contractor price will result in the lowest price for the individual order without requesting a pre-shipment survey, the U.S. Government will make its award based upon the prices set forth in the TOS and past performance information gained because of contractor performance under previous Tender.
1. The Department’s Acquisition Ombudsman will review any complaints by contractors to ensure that all contractors are afforded a fair opportunity to be considered for the GBL awards, pursuant to the procedures for award of GBL.
2. Exceptions to the procedures in paragraph (3) above:
* The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays.
* The GBL should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow- on to an order already issued under this TOS, provided that the awardees were given fair opportunity to be considered for the original GBL.

### Item 3-2 Basis of weight

As defined in this tender, airfreight and road rates quoted for services shall be volumetric weight in kilograms (kgs), as indicated in the rate column. Volumetric weight is defined as the length multiplied by the width times the height (in inches) divided by 166 and multiplied by 0.4536. Where gross weight exceeds volumetric weight, the transportation service provider may charge for gross weight.

Restricted and/or hazardous materials are not permitted to be included or sent with other cargo without prior authorization from the U.S. Embassy.

Service authorized for shipments handled under this Tender shall be made by the issuance of a GBL indicating transportation service provider’s name, the consignor, the consignee, and the rate being assessed for movement. The tenderer is not authorized to accept any instruction from any personnel without receiving a delivery address and time of delivery/collection. The provisions of this Tender as well as the following Terms and Conditions shall be applicable. No services should be provided prior to receiving instruction from the USG.

Note that the contents of this tender constitute the totality of the applicable terms and conditions.

The mandatory terms and conditions governing the use of a GBL, and bills of lading are:

* Unless otherwise permitted by statute, the TSP must not demand prepayment or collect charges from the consignee.
* The shipment is made at the restricted or limited valuation specified in the tariff or classification or established under the Federal Motor Carrier Safety Association (FMCSA), unless otherwise indicated on the face of the GBL.
* Receipt for the shipment is subject to the consignee’s annotation of loss, damage or shrinkage on the delivering TSP’s documents and the consignee’s copy of the same document. If loss or damage is discovered after delivery or receipt of the shipment, the consignee must promptly notify the nearest office of the last delivering TSP and extend to the TSP the privilege of examining the shipment;
* The rules and conditions governing commercial shipments for the time period within which notice must be given to the TSP, or a claim must be filed, or suit must be instituted, shall not apply if the shipment is lost, damaged or undergoes shrinkage in transit. Only with the written concurrence of the Government official responsible for making the shipment is the deletion of this item considered to be valid.

### Item 3-3 Consignment

All airfreight and road haul shipments shall be consigned and marked as indicated on the GBL. Shipments must reach destination by air or road as instructed. Shipments to foreign posts shall not be consolidated at any time. The charges for transportation consignment delay due to customs clearance at destination for lack of evidence that the goods involved are those belonging to an employee of the United States Government or belong to the United States Government, shall be the TSP’s responsibility and not of the U.S. Government.

# SECTION 4 – DELIVERIES AND PERFORMANCE

### Item 4-1 Prompt performance of services

Shipments shall be cleared and delivered within two (2) days from the date the shipment is advised or received from airline, unless otherwise advised by the transportation officer. If routing problems arise the TSP must alert the U.S. Embassy Pretoria by e-mail to the shipping section at Pretoria\_GSO\_Shipping\_LES-DL@state.gov

The following all-inclusive services will be provided in accordance with instructions given on the GBL unless otherwise specified by the U.S. Department of State or its U.S. Despatch Agencies:

* Receipt of shipment(s) as specified on the AWB or GBL.
* Weighing freight and providing actual gross weight, dimensions and total cube of cargo.
* Provide all weekly tender reports as specified in Item 4-3 Reporting Requirements.
* Track and provide confirmation report for delivery as specified in Item 4-3 Reporting Requirements.

Services performed under this Tender will be considered complete when the air/road freight receipt/delivery documents have been completed at destination,

The TSP or his agent representative shall accept and deliver all cargo air/ road freight for all shipments offered under this tender, providing a destination delivery date not to exceed the dates given on the instruction e-mail.

Please also refer to Attachment 8-E for expected service timelines.

### Item 4-2 Control over shipments

The TSP accepting shipments offered under this TOS shall establish effective service controls for the prompt and complete performance of all services **(Item 4-1 Prompt Performance of Services).** The TSP shall maintain control and responsibility for road and air freight shipments, tracing, expediting, and prompt completion of services. When an authorized Embassy representative requests information regarding the shipment (i.e., obtaining the arrival Airway bill number and transit status), the TSP shall cooperate fully and provide the requested information within 24 hours.

### Item 4-3 Reporting requirements

The TSP will be required to submit the following reports:

**Tracking report (Attachment 8-C)** – Weekly or more frequently to the U.S. Embassy stating:, (1) shipment number, -2) date shipment received, (3) number of pieces, (4) weight (actual gross weight), (5) total cube, (6) origin (city & state), (7) destination (city & state), (8) AWB number, (19) packing list information or manifest information), (10) delivery date and (11) road-haul itinerary.

This information must be reported on a shipment-by-shipment basis within a day from the date the air shipment is received. This information must be e-mailed to Pretoria\_GSO\_Shipping\_LES-DL@state.gov.

**Confirmation report** - in addition to the above reports, you will be required to provide the U.S. Embassy with a confirmation of delivery to final destination, within twenty-four (24) hours of the reported delivery date. This information must be e-mailed to Pretoria\_GSO\_Shipping\_LES-DL@state.gov.

Any changes to a shipment including a change in the Airway Bill Number must be reported within 24 hours to the GBL issuing officer.

### Item 4-4 Unusual incidents report

Any unusual incidents must be reported to the Tender representative in writing no later than the first working day after any event of major significance, which produces substantial loss, damage, or delay to a shipment(s) such as theft, or seizure of cargo, strikes, embargoes, fires, misrouting, or other similar incidents.

The initial written report shall include the following information and be followed up by a detailed written assessment of the loss or damage, delays encountered and final disposition of the property:

1. Type of incident.
2. Location of incident1
3. Description of any hazardous cargo.
4. Document number and date issued.
5. Shipment number as shown on GBL.
6. Origin.
7. Destination.
8. Date shipment received by TSP.
9. If applicable required delivery date.
10. Date and time of incident.
11. Estimated amount of loss and extent of damage.
12. Status of shipment(s), including new estimated time of arrival (ETA); and
13. Location of shipment(s), if applicable.
14. Name of diplomat (if relevant)
15. Embassy reference for the shipment

Any questions regarding reports should be addressed to the U.S. Embassy, General Service Office, 877 Pretorius Street, Arcadia, Pretoria, South Africa, or e mail Pretoria\_GSO\_Shipping\_LES-DL@state.gov.

### Item 4-5 Performance Metrics

The U.S. Embassy, Pretoria reserves the right to discontinue utilizing the services of a freight forwarder that is not performing in accordance with the provisions of this tender.

The TSP performance of all shipments tendered shall be evaluated using the service standards established in this item herein. A TSP with three (3) violations at any time during the tender cycle will result in a sixty (60) day suspension, and any subsequent violations will result in being removed from the tender for the remainder of the tender period.

**Transit Time**

TSP shall deliver shipments to destination within two (2) days or times stipulated within e-mail instructions and GBL from the date of receipt in accordance with **Item 4-1 Prompt Performance of Services**. Failure to meet this requirement will result in a violation in accordance with **Item** **4-5 Performance Metrics** for all supply shipments.

**Booking Time**

TSP shall report booking details within 24 hours of aircraft discharging from the date of receipt in accordance with **Item 4-3 Reporting Requirements Reports**. Failure to meet this requirement will result in a violation in accordance with **Item 4-5 Performance Metrics**.

# SECTION 5 – PAYMENT FOR SERVICES

### Item 5-1 Payment of charges

Billing charges for transportation and services under this Tender will be paid in accordance with **EFT (electronic funds transfer), i.e., direct transfer into bank account provided by the TSP.** TSP shall not bill for services until such services are completed and delivered at destination. **(See Item 4-1 Prompt Performance of Services**) The TSP must maintain copies of the following documents and provide it to the Transportation Officer as supporting documentation upon request:

* GBL.
* Rated copy of the air waybill, showing gross weight, dimensions, volume weight, charges per kilos, and total cost.
* All air freight documents from airlines, SARS, handling, bill of entry.
* Any other supporting documentation as requested to substantiate any charges, especially those not covered in the rate sheet.

The U.S. Government shall have no obligation to pay a TSP for services performed pursuant to this Tender and the transportation service provider shall file no claim, demand, suit, or action at law seeking to recover such charges after 3 (three) months have elapsed following the date the services are completed, the charges therefor are paid, excess charges are subsequently refunded, or excess charges are deducted from the transportation service provider’s account, whichever is later.

The TSP shall provide monthly statements to SAinvoice@state.gov or invoice@usaid.gov (For USAID shipments)

# SECTION 6 – SPECIAL TENDER REQUIREMENTS

### Item 6-1 Duration of rate quotations

TSP may submit rates to the Department of State for services covered under this Tender by the selected deadline. Rates will become effective 1st March 2023 until 28 February 2024.

In cases, due to unforeseen circumstances, rates may need to be temporarily extended into the next service period until corrective action can be taken to accept new rates. For this reason, there will be flexible expiration dates on this tender. This is a precautionary measure taken to ensure that equitable rates and services are always available. Transportation service providers will simply cancel their old rates when they are submitting their new rates for next service period being effective upon the date identified above.

### Item 6-2 Claims for loss or damage

Prompt and full settlement directly to the owner of the property shall be made by the TSP or its agents for claims of loss or damage for which the TSP or agent is liable. Property transported under provisions of this TOS shall be valued at full replacement value. Full replacement value shall be the cost of a new item which is identical or materially similar to the item that was lost, destroyed or damaged. TSP/Carrier maximum liability to the U.S. Government as subrogee or assignee for loss, destruction or damage shall be $8.50 times the net weight of the shipment in Kgs. Nothing herein shall alter or diminish the rights of the United States Government as subrogee or assignee of any employee's claim.

### Item 6-3 Adjustment in rates

The Department of State will not consider rates submitted at any other time unless they are in response to a specific request. If the TSP can no longer honor a direct routing and the rate quoted to a specific destination, then the TSP must cancel their rate to that destination. The TSP may cancel any rate(s) by supplementing their Tender (with an effective date 30 days from submission) and forwarding this information to the Department of State. However, the TSP is required to complete any shipments on which the authorizing documents have been issued by the Government prior to the effective date of the cancellation of the rates. Payments shall be limited to actual services performed. No claim for additional compensation from the TSP shall be considered unless authorized in writing by the Government.

### Item 6-4 Waiver of rules or provisions

During the period that this Tender is in effect, the Department of State may waive one or more of the rules or provisions set forth herein as a whole or in part with respect to a particular destination because of the incompatibility of such rules or provisions with circumstances at that post. An affected TSP may at any time submit to the Department of State a request for waiver of a rule or provision, together with a detailed factual report in support of its request. If the Department of State determines, at its discretion, that a waiver is justified, it will issue the TSP a certificate of waiver, signed by a duly authorized U.S. Government agent. A waiver granted pursuant to this rule will operate subsequently only and will not apply to shipments already completed or in process at the time it is granted. The TSP’s billing for subsequent shipments made in accordance with the waiver must be accompanied by a copy of the issued certificate of waiver.

# SECTION 7-ADDITIONAL INFORMATION PERTAINING TO TENDER/SCOPE OF WORK

### Item 7-1 General

* The FAK cargo will consist of materials, equipment, and supplies. Occasionally hazardous cargo e.g., aerosols, paint, cleaning materials and building equipment will be shipped from the United States Government, hereafter referred to as USG.
* There are no guarantees, stated or implied, as to the amount of volume of the cargo to be offered to the TSP under this Tender of Service during the period of performance.
* The TSP shall provide all services i.e., labor, equipment for loading and unloading of cargo and supervision to affect services in accordance with the terms and conditions stated herein.
* The TSP shall ensure that all personnel assigned to this tender possess the skills and experience necessary for accomplishing their individual tasks.
* TSP's responsibility shall include, and not be limited to, all planning, programming administration and management necessary with every shipment to assure that all operations are conducted in accordance with this Tender of Service and applicable laws and regulations, codes, or directives, including the maintenance of accurate and complete records, files and regulations which are necessary to the services of clearing and forwarding being performed.
* TSP shall ensure that all work meets or exceeds commercial standards for quality.
* The TSP must be available for periodic meetings with USG personnel to review business processes and procedures and make changes/improvements as necessary, based on mutual agreement.
* The TSP shall refuse any supply shipment it has been directed to receive should such goods be damaged, loose packed, or improperly packed (e.g., shrink wrapped, on pallets etc.). TSP will accept shipments and notify USG of all overages, shortages, or damages.
* The U.S. Government requires communication with the TSP on a daily basis via e mail or telephone. The TSP shall ensure that communications from the U.S. Government are responded to no less than four times per day or as soon as received. The TSP shall create a group e-mail address to include all the relevant staff responsible for the Embassy account.
* Subject to statutory and regulatory obligations and compliance with court orders, TSP shall treat all information from the U.S. Government with the strictest of confidentiality. .
* Upon being notified of the award of this tender, TSP shall affect all clearances and award shall remain in force until cancelled in writing.
* Provide a truck with tracking and monitoring devices with lockable steel doors.
* Provide proof to have a safe and secure handling practice.
* The vehicles must be able to transport at least 500kgs up to 1000kgs.
* All vehicles and drivers will be subject to clearance by the US Embassy and US Consulate throughout South Africa.
* Proof of Delivery for all shipments must be provided within 24 hours of delivery.
* The TSP shall collect all incoming shipment from airports, carrier freight stations, transportation depots, freight receiving point or other locations at OR Tambo international airport, Johannesburg, Cape Town International Airport or Durban International Airport daily.
* It shall provide services, loading, weighing, compiling receiving reports, hailing and placement of cargo into TSP’s storage facilities, delivery and re-weighing, if required.

### Item 7-2 Outbound airfreight shipments

* The TSP shall pick up any outbound shipment when requested by Purchase Order/GBL, or other directive and advise the U.S. Government of the airway bill number, flight number and date of dispatch as soon as shipments are ready to be expedited. Copies of air waybills and other supporting documentation shall be sent via electronic transmission to the requesting office upon receipt thereof from the airline.
* Should the shipment be dispatched by road to the port of exit, the TSP shall inform the U.S. Government of the vehicle details, date of departure and estimated date of arrival at destination. The TSP shall provide the U.S. Government with all pertinent documentation.
* The TSP shall fumigate all wooden packaging material with methyl bromide or be heat treated in accordance with ISPM specifications.

### Item 7-3 Storage area requirements

* All temporary or permanent storage provided, for packing and loose shipments, shall be inside storage buildings and areas that are acceptable to the Tendering office and its authorized representatives.
* Must have access to bond store on request at Johannesburg, South Africa.
* The premises for storage of airfreight shall be secure, under guard protection and camera surveillance 24 hrs./day, 7 days/week.
* Areas assigned for preparation and storage shall be dry and be safe from the elements, shall be secure to prevent pilferage, and protected from potential damage by sunlight, water or fire. Effects shall be stored in areas that are dry, well-ventilated, clean and free from dust, vermin and rodents, have adequate fire protection, and are accessible for routine inspection by the authorized representatives of the Tendering office.
* Aisles and driveways and entrance shall be kept free of storage and equipment not being currently handled or operated.
* Waste or refuse shall be removed from storage areas or kept in metal containers with tight fitting metal lids.
* Firefighting and prevention equipment should be compliant with insurance requirements within your insurance policy.
* Security and security systems should comply with the requirements within your insurance policy for any claims made due to theft or loss of property.
* Hazardous cargo should be separated from other cargo. All diesel and petrol containers for forklifts should be kept outside the warehouse. All other hazardous cargo should be handled as instructed within insurance policy pertaining to warehouse storage for hazardous cargo.

### Item 7-4 Requirements for storage methods

* Assigned storage areas shall conform to requirements in Item 7-4.
* The TSP shall arrange for storage when inbound shipments cannot be delivered on the day of receipt, pending delivery the following working day. Consignments shall be placed in the designated storage area immediately upon receipt thereof.
* Consignments of medical supplies shall be kept refrigerated in accordance with the manufacturer’s instructions until delivery can be made to the U.S. Embassy at the medical unit.
* All storage provided, either for packed or unpacked shipments, shall be indoor storage facilities and areas that are acceptable to and approved by the Tendering officer.
* Consignments shall be stored on skids, pallet bases, elevated platforms, or similar storage aids, maintaining a minimum of six (6) cm of clearance between the floor and the bottom-most portion of the stored goods. Property shall not be stored in contact with exterior or interior walls.
* Nothing in this tender shall obligate the U. S. Government to pay charges or expenses for the storage of supplies other than what was authorized by the U.S. Government.

### Item 7-5 Reweighing of inbound shipments

When any inbound air shipment fails to indicate the total gross weight on the shipping document/airway bill or should the U.S. Government or owner of the effects suspect an error in the total gross weight indicated on the documents, the U.S. Government may require that the shipment be re-weighed by the TSP. The TSP shall obtain and ensure proper calibration/certification of a scale to verify weights and a printed copy as needed for Embassy records with the signature of the certified weight master as evidence of weight.

### Item 7-6 Reweighing charges

Any required re-weighing shall be indicated on the GBL or instruction received from the U.S. Government and the TSP shall be paid a fixed rate per shipment. The TSP shall submit to the U.S. Government the pertinent weight certificates issued by the weight master.

### Item 7-7 Professional bearing and courtesy

All TSP’s employees shall at all times:

* Be vetted and known to have crime-free backgrounds
* The TSP must comply with South African protocols pertaining to Covid-19 throughout the year and all employees must always wear a face mask whilst interacting with Embassy personnel when requested.
* It is preferred that employees who deliver cargo are vaccinated against Covid-19.
* Be courteous at all times.
* Arrive at the work site promptly with tools, materials, and personal protective equipment necessary to properly complete the job.
* Present credentials identifying themselves as bona-fide employees of the TSP.
* Be clean and neatly dressed, and wash hands to prevent soiling articles.
* Refer any resolvable questions to the tendering officer or to the post shipping office.

The TSP’s employees shall not at any time:

* Smoke at the client’s facility.
* Arrive at the facility under the influence of drugs, alcohol or even with alcohol breath.
* Engage in prolonged discussion or argument regarding the job.
* Perform any work for the client not specified in this Tender.
* Request or accept any articles of currency or other objects as gratuity from the client for work performed under this Tender.
* Indulge in any crime or criminal activity at client site or in any way damage or pilfer the cargo.

### Item 7-9 Quality Assurance Plan (QAP)

This plan is designed to provide an effective TSP performance. The QAP provides a method for the Contracting Officer's Representative (COR) to monitor the TSP of unsatisfactory performance and notify the Transportation Officer of continued unsatisfactory performance. The TSP, not the U.S. Government, is responsible for management and quality control to meet the terms of this tender. The role of the U.S. Government is to conduct quality assurance reviews to ensure the tender standards are achieved.

This program will include but is not limited to:

* A method of identifying deficiencies in the quality of services performed before the level of performance becomes acceptable.
* TSP shall maintain a file of all inspections conducted by the TSP and corrective action taken. This document shall be made available to the USG in the form of a monthly report on work performed, to be submitted to the COR.
* Work will not begin until the USG has provided the TSP with written notice that the Quality Control Plan has been approved.
* Failure to comply with the Quality Control Plan would be considered a breach of the tender and could subject the TSP to loss of business. Failure to comply with the Quality Control Plan would be taken into account as past performance for consideration on any further tenders for the USG.

### Item 7-10 Inspection of facilities and transportation

The USG has the right to inspect the TSP's services, facilities and equipment at all reasonable times. The TSP shall furnish the authorized USG representative with here access and reasonable facilities and assistance required to accomplish their inspections. The TSP will make accessible to USG representative for inspection, any lots on hand in the TSP facility.

All vehicles delivering U S Embassy and U S Consulate cargo and consignments should be within a sealed enclosed truck and each truck should be equipped with an operational tracking system at all times. The vehicle must be precleared with Regional Security Office (RSO) at every region. Pre-trip inspections should be completed daily by the operations team. The driver should have cellphone communication to advise the U S Embassy and U S Consulate of any delays they are experiencing. A separate truck is required for deliveries to U S Consulate, Johannesburg and U S Embassy Pretoria.

### Item 7-11 Tender Service Provider liability

* The TSP is liable for the payment of demurrage or detention charges that may accrue due to its failure to promptly load and unload cargo and release carrier.
* The TSP is liable for any property in its custody that is lost or damaged.
* The TSP is liable for all expenses for mis-shipment or mis-direction of freight, incorrectly labeled or inadvertently shipped to any place other than the rightful destination, which is at fault of the TSP. The COR will determine what mode of transportation will be used, including airfreight, for correction of the error.

The TSP is liable for misdirection of freight to other than the rightful destination. The TSP is liable for expedited delivery (road) at the discretion of the COR. The TSP shall reimburse the USG for all charges incident to the forwarding of such misdirected effects to their rightful destination, including charges for documentation, preparation and transportation.

### Item 7-12 Insurance

The TSP, at its own expense, shall provide and maintain during the entire period of performance of this tender, whatever insurance is legally necessary for any and all risks associated with performance and service under this tender. The TSP agrees that the USG will not be responsible for personal injuries or for any damages to any property of the TSP, its employees or any and all claims except in the instance of gross negligence of the USG.

* Timely performance of services: Services detailed and specified in the Tender shall be performed within the time limits set forth (see attachment 8-E). The USG will not be held responsible for additional storage and/or delivery charges for the Tender services that are not performed within the period identified within the tender underpricing/costs. Repeated instances of failure to perform promptly or delays in excess of one week on any one shipment may constitute grounds for default.
* Liability/Claims: The TSP accepts liability for the safekeeping of all goods, as soon as acceptance of goods has occurred and when in transit to the destinations below or, as applicable, while in storage. Such liability includes the loss and/or damage, however caused, which occurs to goods in the TSP custody. Such liability will be for full replacement value for loss or repair of damaged goods.
* The TSP accepts full responsibility for fulfilling documentation requirements and paying such fines and penalties as may be levied by customs authorities in instances of loss or partial loss of goods in bond. Any condition, such as fire, theft or burglary, which could affect some or all goods in the TSP’s custody, should be reported to the COR as soon as possible but no later than 24 hours after the event. The COR will verify loss and damage within 24 hours, and notify the relevant parties.
* Claims for loss or damage will be initiated within one year of the date the COR notifies the owner of the goods by e-mail. Where the COR has not been notified by the TSP, of the probable loss or damage, the time limit for claims is two years from the date that services were ordered for the particular goods in question.
* The USG typically self-insures its cargo.

### Item 7-13 Submission of invoices

Invoices for services rendered will be submitted by the TSP, for payment of shipment charges based on the rates submitted for this tender and will be paid within 30 days from submission of a proper invoice and supporting documentation. Payment of charges for services rendered by any secondary vendors will be done by the TSP.

Invoices

Method for invoice submission:

The TSP must submit all invoices and supporting documentation for payment electronically to the Pretoria Financial Management Office bulk e-mail inbox: SAInvoice@state.gov or Invoice@usaid.gov as instructed by logistical specialist. Banking details must appear on all invoices and statements. Please copy shipping on all submission of invoices Pretoria\_GSO\_shipping\_LES-DL@state.gov .

The following information must be present for payment of invoices:

* Name and address of the TSP.
* Date of invoice.
* Tender and/or invoice number.
* Description of items delivered.
* Quantities of items delivered, if applicable.
* Unit price if any, and total price to be applicable.
* Shipping and payment terms and such other substantiating documentation or information, as required by the tender.
* GBL
* Name (where applicable), the title, telephone number and complete mailing address of the responsible official to whom the payment is to be sent.
* Invoices submitted for payment are to be supported by vouchers covering all disbursements, documentation of clearance certificates and/or reason for changes that may be incurred due to late turn in of containers of storage at the port of Johannesburg. Details of the required information will be provided to the TSP by the COR.
* All charges relating to the submission of invoices shall be borne by the TSP.
* No additional charges for shipments will be accepted after 90 days from date of service rendered except for demurrage costs which will be accepted up to 180 days after service rendered thereafter invoices will be repudiated.

### Item 7-14 Payment

In consideration of satisfactory performance of all scheduled services required under this Tender, the TSP shall be paid upon submission of invoices 30 days from date or receipt of the invoice and all required supporting documentation. Payment shall be only for services approved by the USG representatives for inspection, any lots on hand in the TSP facility. Payment shall be effectuated through Electronic Funds Transfer (EFT) to the TSP's designated bank account in South Africa, and payment will be in South African Rand (ZAR).

The TSP should provide monthly statements to SAInvoice@state.gov or invoice@usaid.gov (for USAID shipments).

### Item 7-15 Government right to removal of goods

The USG as the owner/ shipper of goods placed in the TSP's care of shipment, reserves the right to order goods removed from said care at any time by any means by anyone authorized to do so by the USG. Furthermore, under no circumstances shall the TSP lay claim to or place a lien for monies against part or all of the USG documents or goods or otherwise detain, return, store, sell, abandon, or destroy all or part of the USG goods.

# SECTION 8-ATTACHMENTS

### 8-A: Acronyms used within this tender

**AWB** Airway Bill

**COR** Contracting Officer Representative

**DOC** Document

**DOS** Department of State

**EFT** Electronic funds Transfer

**ETA** Estimated Time of Arrival

**FAK** Freight All Kinds

**FMCSA** Federal Motor Carriers Safety Administration

**GBL** Government Bill of Lading

**GSO** General Service Office

**IATA** International Air Transport Association

**KGS** Kilograms

**LOI** Letter of Instruction

**QAP** Quality Assurance Plan

**QCP** Quality Control Plan

**RSO** Regional Security Officer.

**SAAFF** South African Association Freight Forwarders

**SARS** South African revenue Service

**TO** Task order

**TOR** Tendering Officer Representative

**TOS** Tender of Service

**TSA** Transportation Security Agency

**TSP** Transportation Service Provider

**USG** United States Government

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 8-B: Rate Quote Spreadsheet |  |  |  |  |
|  |  |  |  |  |
| **Cost of Services** | **T-Code** | **Cost** | **15% VAT where applicableT code: SA-VAT** | **Minimum charge (where applicable)** |
| Import warehouse handling (per kilogram) | SA-B51A | R | R | R |
| Import Airline handling (per kilogram) | SA-B51B | R | R | R |
| Export warehouse handling (per kilogram) | SA-B52 | R | R | R |
| Local shipments handling (per kilogram) | SA-B53 | R | R | R |
| Surface to air shipments (consolidated Cargo) Handling post per kilogram | SA-B54A | R | R | R |
| Airline split fee (per parcel) | SA-B54B | R | R | R |
| Airline handling fee (per kilogram) | SA-54C | R | R | R |
| Covid surcharge (per shipment) | SA-CVD | R | R | R |
| Reporting of Conveyances of Goods | SA-RCG | R | R | R |
| Special handling(weekends/overtime) | SA-SPH | R | R | R |
| Security fee (import/export) | SA-B99B | R | R | R |
| Screening | SA-B99C | R | R | R |
|   |   |   |   |   |
| **Storage of shipments where required** |   |   |   |   |
| Airline Warehouse | SA-B55B | R | R | R |
| Agents Warehouse | SA-B99G | R | R | R |
|   |   |   |   |   |
| **Road haulage to destination below** |   |   |   |   |
| Pretoria (cost per kilogram) | SA-B56 | R | R | R |
| Johannesburg (cost per kilogram) | SA-B56 | R | R | R |
| Durban (cost per kilogram) | SA-B56 | R | R | R |
| Cape Town (cost per kilogram) | SA-B56 | R | R | R |
| Trem Card | SA-75 | R | R | R |
|  |  |  |  |  |
| **Documentation** |   |   |   |   |
| Agent Documentation  | SA-B57 | R | R |  R |
| AWB for export shipment | SA-B52 | R | R |  R |
| SAD 500 into Bond | SA-D500 | R | R | R |
| EDI (Bond release) Documentation | SA-B54D | R | R | R |
| EDI (Direct release) Documentation | SA-B54C | R | R | R |
|  |  |  |  |  |
| **Fuel Surcharge** |   |   |   |   |
| Fuel surcharge (per kilogram) (cartage) | SA-B99H | R | R |  R |
| Fuel surcharge (per kilogram) (airline) | SA-B58 | R | R |   |
|   |   |   |   |   |
| **Fumigation when applicable** |   |   |   |   |
| Cost per cubic meter | SA66B | R | R |   |
| 1-2 cubic meter | SA66B | R | R |   |
| 2-5 cubic meter | SA66B | R | R |   |
| 5-10 cubic meter | SA66B | R | R |   |
| 10-15 cubic meter | SA66B | R | R |   |
|  |   |   |   |   |
| **Re weighing** (For inbound shipments including transportation and labor costs) |
| Cost of re-weighing | SA-B59 | R | R | R |
|   |  |  |  |  |
| **Airfreight Rates to various destinations** | SAB99-A | \*\* |   |  |
| \*\* all outbound airfreight will be one-time only rate |   |   |   |  |
| Screening Fee (exports x-ray) |  | R | R | R |
| Currency Adjustment Factor | SA-CAF | R | R | R |

### 8-C: Tracking Report

|  |
| --- |
| **American Embassy** |
|  |
| Shipment #: | ETA | # Pieces/weight | Cube | Origin | Destination | AWB | ETD | Comments |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|   |   |   |  |  |  |  |  |  |

### 8-D Warehouse Pre inspection Questionnaire: Airfreight Tender

**Separate forms need to be completed for each inspection site.** i.e. Johannesburg, Durban, Cape Town. If the bonded store is located separately from the normal warehouse, a separate form needs to be completed for the bonded store.

*Tick the applicable boxes*

**Location: ☐Johannesburg ☐Durban ☐Cape Town**

**Type: ☐Warehouse ☐Bonded Store ☐Warehouse & Bonded Store located on the same premises**

|  |  |
| --- | --- |
| 1. **Company name and address:**
 | **Tel:** **Address:** |
| 1. **Name of Contact for this Tender:**
 | **Tel:** **E-mail address:**  |
| 1. **Name of on-site Representative that will meet the team for the inspection:**
 | **Tel:** **E-mail address:**  |
| 1. **Warehouse name and address (Where cargo will be stored):**

 | **Tel:** **Address:** |
| 1. **Name of warehouse on-site contact / Manager:**
 | **Tel:** **E-mail address:**  |
| 1. **Bonded Store Name and address [if different from d) above]:**
 |  |
| 1. **Name of bonded store on-site contact/Manager [if different from e) above]:**
 | **Tel:** **E-mail address:**  |
| **Please answer prior to inspection**  |   |   |
| 1. Number of staff?
 | Office:  | Warehouse:  |
|   | **Air Freight**  | **Sea Freight**  |
| 1. IATA certification? (International Air Transport Association)
 |  Y / N  |   |
| 1. ISO Certification? (International Organization for Standardization)
 |  Y / N  |  Y / N  |
| 1. Forwarding License?
 | Y / N / Using an agent  |
|  Forwarding Agent Name:  |   |
| 1. Importer Broker License?
 | Y / N / Using an agent  |
| Import Agent Name:  |   |
| 1. Warehouse rented/owned?
 | RENTED – lease expires:  | Leased space | Owned |
| If leasing space – name of warehouse\*  |   |
| 1. Size of the warehouse?
 |  M2  |
| 1. Generators on site?
 | Y / N  |
| How many hours can your generator run?  |   |
| 1. Ability to load/unload dock high
 | Y / N  |
| 1. Pest control up to date?\*\*
 | Y / N  |
| Frequency of fumigation – minimum every 6 months.  |   |
| 1. Fire Extinguishers/sprinkler service up to date?\*\*\*

**Last serviced:** **Next Service:**  | Y / N  |
| 1. Bonded Store available?
 | Onsite / Offsite / N  |
|  If using a different warehouse – name of warehouse\*  |   |
| 1. Dedicated space for Embassy cargo (Cage only required for JHB / DBN)
 | Y / N  |
| 1. Insurance to cover in-transit/in-store
 | Y / N  |  |  |  |
| 1. Any objection to RSO check?
 | Y / N  |
| 1. Do you have enough space to store 6x6m containers? Durban Sea freight only
 |   |  Y / N  |
| 1. Is there enough space in the warehouse to de-stuff cargo?
 |   |  Y / N  |
| 1. Do you fully understand the terms and conditions of this tender?
 | YES  | NO  |
|  |  |  |  |  |  |  |  |  |  |  |

\*Warehouse and Bonded store must be visited as part of the evaluation.\*\* **Attach** Pest control certificate/s

\*\*\* **Attach** Fire extinguisher/sprinkler inspection certificate/s

### 8-E Timelines for Air Freight Services

* Vendor and Embassy must respond to E mails within 12 Hours.
* Vendor will do Customs Clearance within 24 hours (Monday/Friday excl. Holidays), after receiving completed documentation.
* Vendor will e-mail POD to the Embassy within 24 Hours after delivery.
* The vendor will schedule airfreight for delivery within 48 Hours of delivery at warehouse (Monday/Friday excl. Holidays) or as directed by Logistical Specialist.
* Vendor should e-mail a final copy of the AWB within 24 hours of AWB approval.
* Vendor will e-mail and updated status report to the Embassy every Thursday.
* The vendor will be available to deliver between 9.30am and 3.30pm Monday-Thursday and 09.30am-12.30pm on Fridays, unless otherwise instructed by Logistical Specialist.
* The vendor will provide damage reports within 12 working hours of notice from airline/shipping line.
* Requests for quotations received before 12 midday must be actioned by the vendor on the same day. Requests received after 12 midday must be actioned before 12 midday on the next working day.
* The vendor will provide vehicle reports within one business day of receipt.
* The vendor is permitted to provide additional costs within 3 months of final invoice
* The vendor will report unusual incidents to the Embassy within the first working day following the incident i.e., fire, strikes, embargo’s, misrouting of cargo and short shipped cargo, damaged cargo etc.

All e-mails/reports should be sent to Pretoria\_GSO\_Shipping\_LES-DL@state.gov