



Effective date 1 April, 2014 to 31 March, 2015

**Transportation by road freight of full containers and LCL of FAK cargo from sea port Walvis Bay,  
Namibia to the following destination: Lusaka, Zambia.**

**Table of Contents**

<b>Section 1</b>	<b><u>General</u></b>	
	Item 1-1 Tender Administration Data	page 3
	Item 1-2 Definitions of Services	page 3
	Item 1-3 Estimated Annual Usage	page 3
	Item 1-4 Unintentionally Accepted Tender Rule	page 3
	Item 1-5 Lawful Performance and Operating Authorities	page 4
<b>Section 2</b>	<b><u>Offers of Service</u></b>	
	Item 2-1 General	page 4
	Item 2-2 Approval to participate	page 4
	Item 2-3 Submission of Rates	page 5
	Item 2-4 Accessorial Charges	page 5
	Item 2-5 Utilization of Rates Tendered	page 5
<b>Section 3</b>	<b><u>Rules and Provisions</u></b>	
	Item 3-1 Application of Rates	page 5
	Item 3-2 Basis of Weight	page 5
	Item 3-3 Order of Service	page 6
	Item 3-4 Consignment	page 6
<b>Section 4</b>	<b><u>Deliveries and Performance</u></b>	
	Item 4-1 Prompt Performance of Services	page 6
	Item 4-2 Control over Shipments	page 7
	Item 4-3 Reporting Requirements	page 7
	Item 4-4 Unusual Incidents report	page 7
	Item 4-5 Performance Metrics	page 8
<b>Section 5</b>	<b><u>Payment for Services</u></b>	
	Item 5-1 Payment of Charges	page 8
<b>Section 6</b>	<b><u>Special Tender Requirements</u></b>	
	Item 6-1 Duration of Rate Quotations	page 9
	Item 6-2 Claims for Loss or Damage	page 9
	Item 6-3 Adjustment in Rates	page 9
	Item 6-4 Waiver of rules or provisions	Page 9

**Section 7****Additional Information pertaining to tender/scope of work**

Item 7-1 General	Page 9
Item 7-2 Handling supply cargo	Page 10
Item 7-3 Performance	Page 11
Item 7-4 Customs administration	Page 11
Item 7-5 Level of effort	Page 11
Item 7-6 Liability	Page 12
Item 7-7 Quality Control (QC)	Page 12
Item 7-8 Quality Assurance Plan (QAP)	Page 12
Item 7-9 Insurance	Page 12
Item 7-10 Awardee's liability	Page 13
Item 7-11 Submission of invoices	Page 13
Item 7-12 Inspection of transportation	Page 14
Item 7-13 Payment	Page 14
Item 7-14 Government right of removal of goods	Page 14
Item 7-15 Full Container loads	Page 14

**Section 8****Attachments**

8-A	Acronyms used within the tender
8-B	Rate quotation spreadsheet

## SECTION 1 – General

### **Item 1-1 TENDER ADMINISTRATION DATA**

Tender Administrator Representative (TAR):	Vincent Daka 0211357 235 Email: <a href="mailto:DakaVA@state.gov">DakaVA@state.gov</a>
Overview of Tender	Thomas White 0211 357 000 ext 272 Email: <a href="mailto:LusakaGSOshipping@state.gov">LusakaGSOshipping@state.gov</a>
Mailing Lusaka	U.S. Embassy Plot 694 Lot 100 Lusaka, Zambia Attention: GSO Shipping.

### **Item 1-2 DEFINITIONS OF SERVICES**

**TRANSPORTATION SERVICE PROVIDERS (TSP)** - For the purpose of this Tender, Transportation Service Providers shall include Namibian Sea Freight Clearing and Forwarders.

**PERSONAL EFFECTS** - For the purpose of this Tender, Transportation Service Providers shall consider Freight All Kinds (FAK) shipments for clearing and inland road transportation.

**FREIGHT** – for the purpose of this Tender, Transportation Service Providers shall consider Freight All Kinds (FAK) shipments for clearing and inland road transportation.

**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 ESTIMATED ANNUAL USAGE**

An annual estimated 50-100 LCL/FCL container loads are expected to be processed through port of Walvis Bay Namibia. However this is only an estimate: there may be more or less. This volume is only to be used as guidance, no guaranteed container loads are given under this Tender, and it is for information purposes only.

### **Item 1-4 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 by the Tender accepting agency. The carrier will be notified when tenders are removed under these circumstances and will be advised on the basis for their removal. Even though a Tender was unintentionally accepted, such Tender may be used until the carrier cancels it. **Carrier is not permitted to solicit Tender to unauthorized parties without prior confirmation from the U.S. Government.**

## **Item 1-5 LAWFUL PERFORMANCE AND OPERATING AUTHORITIES**

All services shall be performed in accordance with applicable U.S. Federal, state and local laws and regulations, and/or laws and regulations of Zambia and/or appropriate countries as applicable. Common motor carriers shall possess the required carrier documentation. The TSP shall provide the transportation of the commodities to, from, or between the places where shipment 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 agreement with/pertaining to laws of Namibia.

### **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 with this Tender to General Services Office, U.S. Embassy, Plot 694 Lot 100, Kabulonga Road, Ibex Hill, Lusaka, Zambia. Questions relating to the approval requirement may be directed to The Contracting Officer (00260 211 357 000) or by email at [LusakaGSOshipping@state.gov](mailto:LusakaGSOshipping@state.gov)

#### **APPROVAL REQUIREMENTS:**

- One (1) copy of the firm's/sub-contractor's permission to transport and registration with Freight Forwarders Association.
- One (1) signed copy of the company registration with Registrar of Companies within Namibia and other official documentation pertaining to company registration.
- One (1) hard copy of the transporting company's essential documents pertaining to hazardous cargo.
- Evidence of the transporting companies and the TSP operate an established business with permanent address and telephone number requirement within Namibia . (FICA)
- List of ten largest clients (by volume) in the past 3 years, demonstrating prior experience with relevant past performance reports, information and five current references. Reference information shall include volume of cargo processed by your firm for this client per year, client contact information (name, position, phone number, email, address).
- Evidence the offeror/quoter has all the licenses and permits required by applicable local law. Names of transporting companies assigned for road freight assignments.
- Certificate of Insurance
- The offeror can provide the necessary equipment, personnel and financial resources needed to perform the work requested within this Tender.
- A hardcopy brochure of organization with history of company and financial statements for past 3 years.

The TSP shall provide the name, mailing address, telephone number(s) and email addresses of any operations points of contact who will be responsible for tracing shipments and advising on the road freight information. 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, email and telephone number of an administrative contact to handle all administrative issues.

The TSP will also supply the U.S. Government with a website address that will allow 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 rates be express mailed (as stated above) via a reputable small package forwarder (e.g. FedEx, DHL, etc.) and not mailed via regular mail service. Packages must be processed through the normal small package delivery channels. Hand delivery packages/envelopes will be accepted that are directly delivered to the reception desk, U.S. Embassy, Plot 694 Lot 100, Kabulonga Road, Ibex Hill, Lusaka, Zambia for the attention General Services Office. **Offers received after 16h00 Thursday 28 February, 2014 will not receive any consideration.** No exceptions will be considered.

Transportation service providers are REQUIRED to submit their rates to the U.S. Embassy, Lusaka . The Rate Quote Spreadsheet (see **Attachment 8-B - Rate Quote Spreadsheet**), for your rate submission is word formatted.

## **Item 2-4 ACCESSORIAL CHARGES**

The following Accessorial charges must be all-inclusive under the Tender of Service: Terminal handling charges, 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 email to [LusakaGSOshipping@state.gov](mailto:LusakaGSOshipping@state.gov) ; Subject line of the email must contain the Task Order #, Last name of employee (only for HHE shipments) and document type.

NOTE: A TSP may **not** modify this TOS by adding or removing services to the above paragraph. 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. It is necessary to quote rates to all destinations to receive consideration.

## **Section 3 – Rules and Provisions**

### **Item 3-1 APPLICATION OF RATES**

Rates quoted pursuant to this Tender and those contained herein shall be the road freight and forwarding applicable for FAK cargo from Walvis Bay to final task order/instruction destination.

### **Item 3-2 BASIS OF WEIGHT**

As defined in this Tender, road rates quoted for services shall be volume weight in Kilograms for LCL, part FCL shipment transportation, 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. When the volume weight of cargo exceeds the rate charged for a 6m/20ft container the container rate and not the volume rate will apply.

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

The minimum weight for a road haul shipment under this Tender shall be 1cbm or 100 kg. The Embassy retains the right to request the option of air freight for these smaller consignments. No other minimum can be used for billing or calculating rates under this Tender.

### **Item 3-3 ORDER FOR SERVICE**

Service authorized for shipments handled under this Tender shall be made by the issuance of a U.S. Government Bill of Lading (BOL) or task order (TO) or letter of instruction (LOI) indicating transportation service provider's name, the consignor, the consignee and the rate being assessed for movement. The provisions of this Tender as well as the following Terms and Conditions shall be applicable.

The mandatory terms and conditions governing the use of task orders 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 U.S. Federal Motor Carrier Safety Association (FMCSA), unless otherwise indicated on the face of the BOL/TO/LOI.
- 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 3-4 CONSIGNMENT**

All road haul shipments shall be consigned and marked as indicated on the U.S. Government Bill of Lading or Task Order or LOI. Shipments must reach destination by road (unless otherwise stated or approved).

Shipments to foreign posts shall not be consolidated at any time. The charges for transportation consignment delays 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, shall be the Awardee's responsibility and not of the USG.

## **Section 4 – Deliveries and Performances**

### **Item 4-1 PROMPT PERFORMANCE OF SERVICES**

Shipments shall be booked with road carrier within two (2) days from the date the shipment is received from the packer. If routing problems arise the TSP must alert the U.S. Embassy Lusaka by email to the shipping section at [LusakaGSOshipping@state.gov](mailto:LusakaGSOshipping@state.gov).

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

- Receipt of shipment(s) as specified on the BOL or TO or LOI.
- Weighing freight and providing actual gross weight, dimensions and total cubic volume for LCL cargo or part FCL containers.
- All road transportation 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.

When the road freight receipt delivery documents have been completed at destination, services performed under this Tender will be considered complete.

The TSP or his agent representative shall accept and move via road freight all cargo for all shipments offered under this Tender, providing a destination delivery date not to exceed the dates given on the letter of instruction (LOI) or task order (TO).

### **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 sea freight shipments, tracing, expediting, and prompt completion of services, including work that is sub-contracted to other sources. When a government representative requests information regarding the shipment (i.e. obtaining the arrival ocean waybill 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:

**Weekly report** – to the U.S. Embassy stating: (1) the employee’s name, (2) shipment number, (3) DOC Number (4) date shipment received, (5) number of pieces, (6) weight (actual gross weight), (7) total cubic volume, (8) origin (city & state), (9) destination (city & state), (10) BOL number, (11) packing list information or manifest information, (12) delivery date and (13) road haul Itinerary. This information must be reported on a shipment-by-shipment basis within 5 days from the date the shipment is received, including any transferring and deconsolidation information. This information must be emailed to [LusakaGSOshipping@state.gov](mailto:LusakaGSOshipping@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 Forty Eight (48) hours of the reported delivery date. This information must be emailed to [LusakaGSOshipping@state.gov](mailto:LusakaGSOshipping@state.gov).

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

### **Item 4-4 UNUSUAL INCIDENTS REPORT**

For shipments originated by DOS TSPs, report the incident to the Tender representative. Report the incident in writing not 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:

- A. Type of incident;
- B. Location of incident;
- C. Description of any hazardous cargo;
- D. DOC Number and date issued;
- E. Shipment number as shown on BOL;
- F. Origin;
- G. Destination;
- H. Date shipment received by TSP;
- I. If applicable required delivery date;

- J. Date and time of incident;
- K. Estimated amount of loss and extent of damage;
- L. Current status of shipment(s), including new estimated time of arrival (ETA); and
- M. Location of shipment(s), if applicable.
- N. Name of diplomat (if applicable)
- O. Embassy reference for the shipment

Any questions regarding reports should be addressed to the U.S. Embassy, General Service Office, U.S. Embassy, Plot 694 Lot 100, Kabulonga Road, Ibex Hill, Lusaka, Zambia or phone 00260 211 357 235 or email [LusakaGSOshipping@state.gov](mailto:LusakaGSOshipping@state.gov) .

## **Item 4-5 Performance Metrics**

The U.S. Embassy, Lusaka 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 anytime 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 transport the containers from the time of discharge from the vessel shipment to destination instructed within two (2) days or times stipulated within LOI or TO from date of receipt in accordance with LOI or task order.

### **Booking Time**

TSP shall report transportation booking arrangements details within two (2) days of vessel 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 billed in accordance with **direct transfer into bank account given**. TSP shall not bill for services until such services are completed and shipment is at destination. (See **Item 4-1 Prompt Performance of Services**) The TSP must maintain copies of the following documents and provide them to the Rates Management staff as supporting documentation upon request:

- Accomplished original BOL, task order and LOI;
- Rated copy of the sea bill of lading, showing gross weight, dimensions, volume weight, charges per lb., kilos and kilo rates where applicable and total cost;
- All shipping documents from shipping lines, ZRA, wharfage, bill of entry original documents.

The U.S. Government shall have no obligation to pay a TSP charges 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.

## **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 April 1, 2014 covering the period from April 1, 2014 through March 31, 2015.

In certain 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 no 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 ones for each 1-year service period, being effective upon the date indentified 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 cost 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 Government as subrogee or assignee for loss destruction or damage shall be \$8.50 times the net weight of the shipment in pounds. Nothing herein shall alter or diminish the rights of the United States as subrogee or assignee of an employee's claim.

### **Item 6-3 ADJUSTMENT IN RATES**

The DOS 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 particular 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.

### **Item 6-4 WAIVER OF RULES OR PROVISIONS**

During the period that this Tender is in effect, the DOS 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 DOS a request for waiver of a rule or provision, together with a detailed factual report in support of its request. If the DOS determines, at its discretion, that a waiver is justified, it will issue the TSP a certificate of waiver, signed by a duly authorized 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**

### **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 by the United States Government hereafter referred to as USG.

- There are no guarantees, stated or implied, as to the amount or volume of the cargo to be offered to the awardee under this TOS during the period of performance.
- The awardee shall provide all services i.e. labor, equipment for loading of cargo and supervision to effect services in accordance with the terms and conditions stated herein.
- Awardee'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 TOS 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. Awardee shall ensure that all work meets and exceeds commercial standards for quality.
- The Awardee must be available for periodic meetings with USG personnel to review business processes and procedures and make changes /improvements as necessary, based on a mutual agreement.
- Awardee 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.). Awardee will accept shipments and notify USG of all overages, shortages or damages.
- The Awardee shall provide all services, labor equipment and supervision to affect the services in accordance with the terms and condition stated herein.
- The Awardee's responsibility shall include but not be limited to all planning, programming, administration and management necessary to assure that all operations are conducted in accordance with this TOS and all applicable laws, regulations, codes or directives including the maintenance and complete records, files and regulations which are necessary to the services being performed. Awardee shall ensure that all works meets or exceeds commercial standards for quality.
- The awardee shall consult with the U.S. Embassy, Lusaka about delivery of all LCL/Part FCL shipments before forwarding cargo.

## **Item 7-2 HANDLING SUPPLY CARGO**

The awardee verifies that:

- The company has sufficient staff and equipment available to operate and de-stuff consolidated/less than container loads cargo. The cargo must be destuffed within a closed/bonded warehouse. Equipment should consist but not be limited to material handling equipment, pallets, skids and strapping equipment.
- The Awardee warehouse space shall be used for USG cargo only. The cargo shall not be co-mingled with other commercial cargo.
- The Awardee's warehouse should be able to receive cargo Monday through to Thursday between working hours 07.30 to 16.30pm (normal working hours) Friday 07.30 until 11.30.
- Records and receipts must be kept by task order number and inventory of shipments upon receipt of the cargo to verify order count and condition per destination by the Awardee's warehouse.
- The Awardee's warehouse takes appropriate actions to annotate records and notify USG within 24 hours of receipt of the cargo by email, if there is damage or a discrepancy in a consolidated container load.
- The Awardee's warehouse has a secured area to store sensitive or high value items.
- The access to the warehouse must be controlled, restricted and limited to only the personnel employed by the Awardee's warehouse. Furthermore, adequate security arrangements including but not limited to security guards and security cameras to monitor the USG goods, shall be provided.
- The Awardee's warehouse will provide packing and crating material adequate to minimize damage to cargo while in transit.
- The Awardee shall keep the warehouse clean, vermin free, well lighted and equipped with the required firefighting equipment and fire/smoke alarm system which should be tested regularly. The USG has the right to request the certificates for proof of this testing at any time.
- The Awardee shall also furnish secure yard space to store up to a dozen 20ft/6m USG owned containers which are to be used to transport supplies to various Southern Africa posts if the needed arises.

The service includes: removing and loading items to/from a truck, steamship container or other conveyance; verifying number of lift-vans, boxes etc. noting any exception on waybill about condition of goods; placing of lots in the warehouse for temporary storage; removal of lots from temporary storage in warehouse; providing condition reports and tally sheet with weight and actual cubic measurements. Loading and unloading is to be accomplished under cover using appropriate equipment such as ramps, forklifts etc.

Empty carrier-owned sea containers will be returned to the port/steamship line agent within the allotted free time. Failure to return containers within the allotted time may result in additional charges such as demurrage and other charges which will be at the Awardee's expense.

When a container is to be loaded with cargo from the Awardee's warehouse to the ultimate destination, USG will provide written instructions as to where the container should be delivered. Shipments when ready for transport to ultimate destination shall have the container/truck sealed with numbered tamper proof evident seal(s).

### **Domestic delivery to US Government**

USG will insure that their vendors provide necessary documentation (packing lists, inventories, valuations etc.) as appropriate for shipments/cargo going to the USG destination.

### **Item 7-3 PERFORMANCE**

For all the work performed under this Tender, the Awardee's responsibility shall include but not be limited to:

- All planning, estimating, programming, project management, scheduling supervision and inspection of work.
- Providing all administrative and management necessary to accomplish the work requested by USG for this Tender. The Awardee will provide all administrative support necessary to support Awardee's employees as per the laws and regulations of the host country.
- Taking all such steps as is necessary to obtain and to pay for all permits, taxes or fees as are required by the Government of Zambia to establish and /or operate a commercial venture.

A tender with the USG conveys no special privileges or immunities. The Awardee is not part of the United States diplomatic Mission in Zambia but an independent commercial concern. The Awardee's employees are not USG employees or direct personnel services contractors to the USG.

### **Item 7-4 CUSTOMS ADMINISTRATION**

The Awardee shall be responsible for accurately filing all Customs documentation required for imports, and any documentation required at destination to surrender the goods to the over border consignee.

### **Item 7-5 LEVEL OF EFFORT**

Price proposal for clearing and forwarding inbound freight for the USG missions as set out throughout this Tender. The quantities of supplies and services specified in the Tender are estimates only. The Awardee shall furnish to the USG, when and if ordered, the services as specified in the Tender. The USG may issue orders requiring delivery to multiple destinations or performance at multiple locations as set out in this Tender.

The following type of Customs Clearance will be required:

### **Item 7-6 LIABILITY**

Liability is for the full cost of repair or replacement for any property in Awardee's custody that is lost, damaged or stolen. The claim is based on the actual value of the article for new items and on the replacement value of the cargo item(s) up to the maximum amount.

### **Item 7-7 QUALITY CONTROL (QC)**

Quality control is the responsibility of the Awardee. After notice of intent to award but prior to commencing work, the Awardee shall establish a complete QC program to assure that the requirements of the Tender are provided as specified. One copy of the Awardee's basic QC program shall be provided to the tendering office with a copy of your tender proposal and updated as changes occur.

### **Item 7-8 QUALITY ASSURANCE PLAN (QAP)**

This plan is designed to provide an effective Awardee performance. The QAP provides a method for the COR to monitor the Awardee for unsatisfactory performance and notify the Tendering Officer of continued unsatisfactory performance. The Awardee, not the USG, is responsible for management and quality control to meet the terms of this Tender. The role of the USG is to conduct quality assurance 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.
- A file of all inspections conducted by the Awardee 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 Awardee 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 Awardee to loss of business. Failure to comply with the QC would be taken into account as past performance for consideration on any further tenders for the USG.

### **Item 7-9 INSURANCE**

The Awardee, at his 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 Awardee agrees that the USG will not be responsible for personal injuries or for any damages to any property of the Awardee, 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. The USG will not be held responsible for additional storage and/or delivery charges for the Tender services that are not performed within the time frame identified within the Tender under pricing/costs. Repeated instances of failure to perform promptly or delays in excess of one week or any one shipment may constitute grounds for default.
- Liability/Claims : The Awardee accept liability for the safekeeping of all goods tendered to them, 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 Awardee's custody. Such liability will be for full replacement value for loss or repair of damaged goods.
- The Awardee accepts full responsibility for fulfilling documentation requirements and paying such fines and penalties as may be levied by customs authorities in instances of total 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 Awardee'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 registered or courier-delivered letter or telegram or email. Where the COR has not been notified 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.

### **Item 7-10 AWARDEE'S LIABILITY**

- The Awardee is liable for the payment of demurrage or detention charges that may accrue due to its failure to promptly load and unload and release carrier equipment including steamship containers, before the expiration of the free time allowed by the container owner or shipping line.
- The Awardee is liable for any property in its custody that is lost or damaged.
- The Awardee is liable for all expenses for mis-shipment or mis-direction of freight, incorrectly labeled or inadvertently shipped to anywhere other than the rightful destination, in which the Awardee is at fault. The COR will determine what mode of transportation will be used, including airfreight, for correction of the error.
- The Awardee shall negotiate free time for containers with shipping lines for shipments with unforeseen circumstances and also for shipments into other Southern Africa countries. A schedule of negotiated times shall be sent with the Tender.
- The Awardee is liable for misdirection of freight to other than the rightful destination. The Awardee is liable for expedited delivery (road) at the discretion of the COR. The Awardee shall reimburse the USG for all costs incident to the forwarding of such effects to the rightful destination, including charges for documentation, preparation and transportation.

### **Item 7-11 SUBMISSION OF INVOICES**

Invoices for services rendered will be submitted by the Awardee, for payment of shipment charges based on the rates submitted for this Tender and will be paid within 30 days from statement. Payment of charges for services rendered by any secondary vendors will be done by the Awardee.

#### Invoices

#### **Required method for invoice/statement submission:**

The Awardee must submit all invoices for payment directly and electronically to the Lusaka Financial Management Office bulk email inbox: [Lusakainvoices@state.gov](mailto:Lusakainvoices@state.gov).

No post mailed invoice will be accepted.

The Awardee's invoice must contain the following information to facilitate payment:

- Name and address of the Awardee.
- Date of invoice.
- Tender and/or invoice number.
- Description of items delivered.
- Quantities, weight and cubic measurement 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.
- Name (where applicable) the title, telephone number and complete mailing address of the responsible official to whom the payment is to be sent.
- Vessel details, bill of lading number, port of discharge and port of loading
- Description of container load i.e. FCL, Part FCL or LCL cargo
- ETA of vessel
- Embassy file reference number
- 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 ports of Walvis Bay. Details of the required information will be provided to the Awardee by the TAR.

- All Charges relating to the submission of invoices shall be borne by the Awardee.
- 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 7-12 INSPECTION OF TRANSPORTATION**

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

### **Item 7-13 PAYMENT**

In consideration of satisfactory performance of all scheduled services required under this Tender, the Awardee shall be paid upon submission of invoices 30 days from date or receipt of the invoice. Payment shall be only for services approved by the USG representatives for inspection, any lots on hand in the Awardee's facility. The awardee must be provided with a funded contracting document confirming that funds are available prior or any shipment being cleared. This will ensure that payments are expedited within the payments terms and conditions container herein.

### **Item 7-14 GOVERNMENT RIGHT TO REMOVAL OF GOODS**

The USG as the owner/ shipper of goods placed in the Awardee 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.

### **Item 7-15 FOR FULL CONTAINERS**

- The shipper-stipulated depot for return of empty containers should be negotiated by Awardee with vessel agents. The Awardee shall be accountable to the vessel's agents for return. It is the responsibility of the Awardee to ensure that containers are turned in at depots in a timely manner. Failing to return container in correct time and depot assigned by the shipping line shall result in demurrage for Awardee's account.
- The USG does not pay deposits on containers in transit, however when necessary the USG shall authorize the Awardee to issue a guarantee for the return of the containers. Failing to return the container in correct time shall result in demurrage for Awardee's account.
- If the USG must pay for the return of the containers from delivery points to Johannesburg, prior approval is required from the .TAR This must be obtained in writing either by email, letter or fax.
- In the event of one of the USG missions set out in the Tender defaults through loss or late return of the container(s), the USG will pay the charges levied by the vessel's agents.
- This also applies when the USG causes delay. The charges received from shipping line shall be attached to the invoice and sent to the USG for payment.
- The Awardee shall customs clear shipment within 4 working days (Monday to Friday) to minimize storage and/or demurrage charges unless there are extenuating circumstances, of which the TAR is to be advised by email within the hour once clearance cannot be obtained.
- Arrange for de-consolidation of LCL/Part-container load containers when they are received so that cartage to final destination can be arranged. The instruction for delivery shall be notified by official letterhead to the Awardee.
- Arrange for cartage of consignments to destination post after receipt of consignments and upon completion of customs clearance as per delivery instruction.
- Arrange for condition reports for all cargo received. Arrange for a damage report for all cargo that arrives damaged. If crates are received damaged they are to be reported, re-coopered and re-

banded using two or three bands of metal strips and if necessary, re-marked. Do not deliver any damaged goods before first consulting with TAR and receiving written confirmation to forward to post assigned.

- Keep abreast of changes pertaining to customs requirements.
- The Awardee shall refer all problems relating to customs, vessel agents and clearances and damaged consignment to the TAR within two days by email.
- The Awardee shall provide the following reports:
  - Weekly status reports of all shipments to the TAR in Lusaka as well as each destination post, identifying outstanding issues and/or documentation. The Government shall provide the details of the required information.
  - By the 7<sup>th</sup> of each month, provided a monthly empty container turn in report to the TAR.
- The Awardee shall provide copies of valid road permits held by its establishment pertaining to the following: Household effects, mechanical equipment, office supplies and equipment, magazines and periodicals, hazardous cargo (cleaning materials, paint and aerosols).
- If a permit expires while TOS is in effect, the Awardee must show that a permit has been renewed. Permits will be kept and checked by TAR.
- Bills of Lading will be provided directly by origin agents to the Awardee or by the USG. In the event that the USG is not in possession of the documents or notification of shipments en route, the Awardee shall provide copies for all.
- The destination posts shall provide the Awardee with the necessary customs clearance documents to enable the Awardee to clear and forward the shipments. The Awardee will advise TAR by email within 8 hours or one business day of the documentation required, to complete the customs clearance.

## **Attachment 8-A: Acronyms used within the tender**

BOL	Bill of Lading
TAR	Tender Administrator representative
DOS	Department of State
ETA	Estimated time of arrival
FAK	Freight all kinds
FCL	Full Container Load
HHE	Household Effects
LCL	Less than container load
LOI	Letter of Instruction
QAP	Quality Assurance Plan
QC	Quality Control
QCP	Quality Control Plan
TO	Task Order
TOS	Tender of Service
TSP	Transportation service providers
USG	United States Government

**Attachment 8-B: Rate quotation spreadsheet**  
**(Use of this format is compulsory)**

Pricing sheet format to be used by all tenderors

Documentation cost per shipment (Zambian Clearance)	K
Documentation cost per shipment (other Customs Union)	K
Documentation cost per shipment (other African posts)	K
Acquittal fees	K
Customs examination	K
Pre-delivery inspection for vehicles (The report is of damages/loss prior to lashing into containers)	K
Cost of storage fees per week for vehicles	K
Cost of storage fees per week pending dispatch (1cbm)	K
Cost of condition/damage report issued for break-bulk	K
Towing fees for vehicles	K
Securing and lashing vehicles	K
Cost of break-bulk, LCL groupage storage per week	K
Cost of destuffing LCL groupage supply shipment (6m/20ft)	K
Cost of destuffing LCL groupage supply shipment (12m/40ft)	K
Cost of destuffing motor vehicle from container	K
Cost of lifting on and off container (6m/20ft)	K
Cost of lifting on and off container (12m/40ft)	K

**Attachment 8-B: Rate quotation spreadsheet (continued)**

Empty Container returns	6m/20ft	12m/40ft
Port Landing fees	K	K
Shipping Line release fees	K	K
Customs Road Bond Fees	K	K
Communication fees	K	K
Courier and Postage fees	K	K

**Attachment 8-B: Rate quotation spreadsheet (continued)**

Cost of local transportation (harbor) (1cbm)	K
Cost of local transportation (20ft/6m)	K
Cost of local transportation (40ft/12m)	K

Handling in and out of bond store

Cost of LCL (1cbm)	K
Cost of FCL (20ft/6m)	K
Cost of FCL (40ft/12m)	K
Cost of vehicle	K

**Toll road costs**

Toll costs to Lusaka and return to Namibia	(20ft/6m)	K
	(40ft/12m)	K

**Attachment 8-B: Rate quotation spreadsheet (continued)**

Cost of transportation for motor vehicles (vehicle carrier) from

Walvis Bay to Lusaka	K
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**Attachment 8-B: rate quote spreadsheet (continued)**

Full loads from Walvis Bay	1cbm-25cbm	6m/20ft	12m/40ft
to Lusaka	K	K	K

**Road freight rates**

**The above container rates are full container loads which is equal to 25cbm = 6/20ft Container rate**

**Full loads to destinations Lusaka/Lilongwe: 2x6m or 1x12m container load  
Full loads for all other destinations 3x6m or 1x12m + 1x6m container load**