



The Comptroller General
of the United States

Washington, D.C. 20548

134929

Decision

Matter of: A-Line, Ltd. - Notification Charge

File: B-228785

Date: January 29, 1988

DIGEST

A carrier collected an extra \$25 charge on each Government Bill of Lading shipment for telephone calls the carrier determined were necessary to identify the precise delivery points and to obtain delivery appointments. GSA deducted the amount as overcharges on the grounds that no tender or tariff provision authorized the charge, shippers did not request the service, and if the destination information shown on the GBLs was incomplete the carrier had a duty to obtain the complete addresses without charge at origin. On these grounds, GSA's actions are sustained.

DECISION

A-Line, Ltd., asks the Comptroller General to review transportation audit action taken by the General Services Administration (GSA) on the carrier's bills. GSA recovered as overcharges \$25 per shipment that A-Line collected for phone calls allegedly made to consignees to determine precise delivery addresses and to obtain delivery appointments. We sustain GSA's actions.

BACKGROUND

A-Line states that during December 1985 and January 1986 the carrier transported numerous government shipments that were tendered on Government Bills of Lading (GBL) by the GSA. In the carrier's opinion the GBLs contained incomplete delivery addresses. For example, GBL No. P-2625005 shows that a shipment of miscellaneous freight, weighing 425 pounds, was tendered at Belle Mead, New Jersey. The "Consignee" block of the GBL referred to the Naval Supply Center, Jacksonville, Florida 32212. The "Destination" block, which anticipates the name, address and zip code of the delivery installation, was blank.

A-Line alleges that it was necessary to call the consignees, sometimes several times, to determine the precise address of the delivery point. The carrier further alleges that another reason for calling was a government requirement that A-Line obtain an appointment before making deliveries.

The carrier collected an extra \$25 per shipment for making the telephone calls, contending that Item 890 of A-Line's Tariff 300 provided for such charge. A-Line alleges that GSA's traffic officers agreed that the charge was applicable, understanding, apparently, that the alternative would have been for the carrier to charge substantially more (perhaps \$75.68) if it attempted unsuccessfully to deliver the shipments without an appointment and was required to store and redeliver the shipments.

GSA contends that A-Line's rate tenders 1101 and 2000, which were applicable to these shipments, were not governed by Tariff 300 at the time the shipments moved; therefore, Item 890 of Tariff 300 could not be used as a basis for the \$25 charge if, in fact, A-Line called to obtain delivery appointments. The GSA auditors note that there is no evidence that the agency's traffic officers requested advance notification from the carrier, and that such requests would be necessary as a condition to applicability of any advance notice charges even if a notification charge provision had been in effect.

GSA points out that there was no charge in the carrier's tenders specifically applying to telephone calls made to obtain delivery addresses. It also argues that as a matter of law carriers have a duty to issue correct bills of lading and if the bills were incomplete the carrier was negligent in not having necessary changes or additions made in them.

DISCUSSION

The record supports GSA's view of the relevant facts and we agree with the agency's statement of the law.

A-Line concedes that its tenders contained no specific provision for a telephone charge and the record shows, as GSA contends, that even though a \$25 notification charge was published on 1st Revised page 64 of Tariff 300-C, effective September 4, 1985, Tender 1101, for example, was not governed by Tariff 300 until October 3, 1986, or several months after the shipments moved. Further, A-Line provides no evidence that notification was requested. On these facts it was proper for GSA to direct deductions to be made from monies otherwise due the carrier as a means of recovering the overcharges.

It is a general rule (for which no exception appears to apply here) that a carrier is not entitled to charges in addition to line-haul charges, in the absence of a specific tariff or tender provision providing therefor. See Ultra Special Express, 55 Comp. Gen. 301 (1975). Further, carriers have the burden of proving that special services were not only performed but also requested. Retroactive Modification of Rate Tender, 65 Comp. Gen. 563 (1986).

Carriers are bound by their stipulations of service. Ultra Special Express, 55 Comp. Gen. at 304. Here, Item 21 of the carrier's tenders stated that A-Line had the authority to offer to the government the transportation services described in the tenders subject to the terms and conditions stated therein. Since a notification charge was not among the tenders' terms and conditions, A-Line was bound to provide the service without the charge.

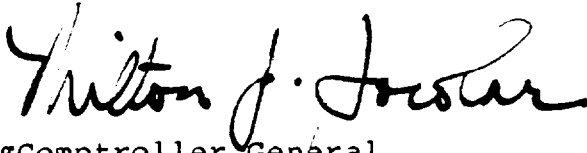
Concerning the incomplete delivery addresses, we point out that carriers have the legal duty to issue bills of lading that are correct in all material respects, even where shippers prepare them. 52 Comp. Gen. 211 (1972). Where a GBL contains material deficiencies we have held that carriers have a duty to seek clarification. Starflight, Inc., B-213773, July 23, 1984. Here, A-Line's employees or agents had notice at origin, when they received the GBLs, of the destination information that was available, and if in A-Line's opinion the information was deficient it had a duty to correct the deficiency. 1/

Even if we accept the carrier's allegations that some of GSA's traffic officers approved the \$25 charge, we cannot conclude that A-Line is entitled to the charge since no government officer or employee has authority to waive the government's contractual rights. R & E Hauling, Inc.,

1/ Also, one of the terms and conditions governing acceptance of GBLs states that no charge shall be made by any carrier for the execution of the instrument. See 41 C.F.R. § 101-41.302-3(d).

B-225087, Sept. 25, 1987; Retroactive Modification of Rate Tender, 65 Comp. Gen. at 568.2/

Here, as we previously explained, the carrier was obligated to transport the shipments from origin to destination without the extra \$25 charge. No government officer or employee had authority to waive that service. Accordingly, we sustain GSA's action.



Acting Comptroller General
of the United States

2/ Where there is no agreement between the government and a carrier as to payment, but a carrier performs a service actually requested and the carrier shows the service was a benefit to the United States, it is entitled to the reasonable value of the work or labor performed. See Retroactive Modification of Rate Tender, 65 Comp. Gen. 563 (1986). That, however, was not the case here.