

Freight Tender

Country/Program

Invitation for Bid XX-XXX-B/P

Date

WBSCM Freight Solicitation Number 200000_____

WBSCM Commodity Solicitation Number 20000_____

Freight Forwarder name and location acting for and on behalf of Catholic Relief Services (CRS), requests offers of U.S. and non-U.S. flag geared vessels (U.S. flag gearless vessels will be considered provided Owners supply all necessary discharging equipment) for the carriage of commodities under the Food for Progress program on the following basis:

Cargo: Up to approximately XXX metric tons commodity name in bulk

WBSCM S.O.: 5xxxxxxxxx

Laycan: month/day/year – month/day/year

Loading: 1-2SB, 1-2SP, All USA Port Ranges

Discharging: 1-2SB 1SP Discharge Port, Country

Load Terms: Scale Gross Load (see below)

Discharge: Free Out with Demurrage/Despatch (details below)

Partial shipments are not permitted under the terms of sale and letter of credit requirements.

SUBMISSION OF FREIGHT OFFERS:

To determine lowest landed cost, all carriers are required to submit offers electronically for the cargoes advertised by this tender via the USDA Web Based Supply Chain Management (WBSCM) system for the Solicitation Number(s) referenced above. All offers are subject to all requirements of WBSCM and of the afore-mentioned Solicitation(s), including the deadline(s) for submission of bids therein. Freight offers are due no later than 10:00 a.m. U.S. Central Time (11:00 a.m. U.S. Eastern Time) on month/day/year. Only firm offers will be accepted.

The Web Based Supply Chain Management system can be accessed through the following website:
<http://www.usda.gov/wps/portal/usda/usdahome?navid=WBSCM>

Carriers must be assigned an USDA eAuthentication logon ID and password to access the WBSCM system. Contact the WBSCM Help Desk for information regarding logon IDs, passwords, and WBSCM system questions or concerns:

Telephone: (877) 927-2648

E-mail: WBSCMhelp@ams.usda.gov

All offers must remain valid through close of business U.S. Eastern time month/day/year. No phone offers or offers via e-mail will be accepted.

Offerors should consider offering vessels to carry a range of tonnages in the event that the quantity purchased is more or less than the quantity stated in this tender. Contracted quantity will be on Min/Max basis.

Offers are encouraged on a single bottom in combination with program participant shipment of commodity to discharge port currently on the market for the same Laycan, but these parcels must be segregated and CANNOT be commingled.

There have been significant changes to the Cargo Preference legislation. Offerors are encouraged to review the FAS notice on the same, available at: <http://www.fas.usda.gov/excredits/ifb/default.htm>.

For offers basis U.S. Great Lakes utilizing feeder vessels, offer to include name and details of feeder vessels.

Offers submitted under this invitation are required to have a canceling date no later than the last contract Layday. Vessels which are offered with a canceling date beyond the Laydays specified above will not be considered.

Owners to provide Fourteen (14) day load port pre-advice of vessel's readiness to load. Pre-advice notice must be received at office of freight forwarder prior to 1100 New York time on a regular business day to be considered received on that day. If pre-advice is received after 1100 New York time on a regular business day or on a weekend/holiday, pre-advice will be considered received on the next business day.

Terms/Conditions:

1. Vessel Restrictions:

- Tankers and Towed Barges not workable. U.S. flag tweens/multi-deckers and ITBs will be considered. Non-U.S. flag vessels to be geared bulkers only.

- Non-U.S. flag vessels must not be older than twenty (20) years and must be classed highest in Lloyd's Register or its' equivalent. Year of original construction, not rebuilt date, to govern.

- All vessels 15 years and older and all ocean-going barges must have all openings to cargo spaces and hatches' covers tightly sealed with tape or by other means to assure watertight integrity. The sealing shall be done to the satisfaction of attending NCB surveyor as attested by a special survey. Cost of sealing hatch covers/openings to cargo spaces as well as special survey fees shall be for vessel owner's account. Special survey certificate shall in no way affect owner's liability and responsibilities toward the cargo.

- Any extra insurance on cargo and/or freight as a result of Vessel's age, class, type, flag, or ownership to be for Owners' account. Any documentary evidence of overage premium waivers or reductions is to be furnished with offer.

- Cargo shall not be loaded into deep/wing holds or tanks and other spaces which are not bleedable or directly accessible to grab discharge.

2. Only clean offers of named vessels with full particulars will be considered. Offerors are encouraged to include the following information: Name of vessel and flag, Year built, Type, LOA, Beam, DWT, Draft, Speed, GRT, Number of Holds/Hatches, Hatch cover type and mechanism, Current vessel position, ETA at load/discharge port, Full Style Owners, SW Arrival draft at each disport.

Vessel's itinerary from day of offer to first or sole discharge port under this tender is to be submitted with offer and be incorporated into the CP.

3. Vessel Gear Requirements: Vessel must be capable of self-discharge with vessel gear with capacity to safely handle 15-Metric Ton clam shell container. For U.S. flag vessels only Owner-supplied shoreside gear with the required minimum clam-shell capacity is permitted with details of equipment to be used fully described in offer. In addition to all necessary gear and equipment, Owners to provide at their expense all necessary motive power/fuel to operate all discharge gear and support equipment, and any necessary technicians. Discharge gear provided by Owner/Vessel shall be in good working order at all times and must be capable of maintaining the guaranteed average discharge rate as specified elsewhere herein. Time used for preparing discharge equipment for use, or any time lost as a result of insufficiencies of gear or breakdown of gear not to count as Laytime or time on demurrage.

- Discharging equipment must meet all requirements and regulations of the applicable port authorities.

- Opening and closing of hatches at loading ports shall be performed by the Vessel's crew at the Owners' expense. The first opening and last closing of hatches at discharging ports shall be at the Owners' expense, all other hatch operations at discharge port for receiver's time and risk. If Vessel is not equipped with hydraulic or mechanical hatch covers, Owners are to provide rain tents for all hatches.

4. Freight rate to be quoted per MT, basis one loading port/one discharge port, plus additional freight per MT for additional load/discharge ports, if used. Freight rate quotations must provide per metric ton breakdown of rates (as applicable) for: a) Ocean transportation; b) Cost of lightening.

5. The commodities covered by this tender must be fully segregated from any other part cargoes by natural separation or by Kobe Separation only. If segregation is by artificial separations, all such separations and stowage must be approved by the National Cargo Bureau (NCB) and all expenses are for Owner's account. Any part cargo(es) shall be non-injurious to program participant cargo and detailed in offer or approved by Charterers/USDA if contracted after fixture of program participant cargo. Vessel itinerary and geographic proximity of completion cargoes will be taken into consideration.

6. Vessels must be able to be fumigated with an aluminum phosphide preparation in-transit and vessels that cannot be so fumigated will not be considered. At final loading port, commodity supplier will arrange and pay for in-transit fumigation performed by a certified applicator. Fumigation must be witnessed by FGIS, USDA. Dust retainers must be used. For tweendeckers and bulk carriers (including push-mode ITB), the recirculation method of fumigation will be used. Tween-deck vessels are acceptable only when a certified applicator states that the vessel has been inspected and found to be suitable for in-transit fumigation and such written statement from certified applicator should be submitted with offer.

7. Lightening at Disport: The Owners are responsible for the performing Vessel to be of a suitable size and for arriving at discharge port and berth(s) with an acceptable safe arrival draft. If Vessels' size or draft exceeds the acceptable safe arrival draft or size limitations, Owner to be fully responsible for any and all costs in reaching such safe draft and/or all costs for lightening the cargo into suitable size vessels.

In the event vessel has to lighten at disport whether full lightening or partial lightening, all lightening operations shall be at ship owner's time, risk and expense. For all lightening (full or partial) the lighthouse vessels, must be geared ocean-going bulk carrier vessel, classed highest in Lloyds or equivalent, certified by a licensed surveyor that all cargo compartments are clean and entirely fit to receive and carry contracted cargo and that all winches/cranes are in good working order. Laytime allowed, whether full or partial lightening, shall be based on the bills(s) of lading weight. In the event of partial lightening, vessel will not be considered ready until owners have arranged lightening and vessel has reached a safe draft for berthing. All time lost before vessel reaches said draft is not to count as Laytime used. Laytime is not to commence prior 0700 on the next working day following completion of lightening and presentation of valid notice of readiness. In the event of full lightening Laytime shall commence at 0700 on the next working day after daughter vessel(s) have presented their notice(s) of readiness to discharge and demurrage/despatch rate shall apply only to the daughter vessel(s). Mother vessel (partial lightening) and daughter vessels (full or partial lightening) to take turns at discharge and time on second and subsequent vessels not to count until previous vessel completes discharge and has vacated the berth. Time for shifting into berth not to count as Laytime or time on demurrage.

Any lighthouse is to be accomplished within the territorial waters of the country of the named discharge port(s) unless otherwise approved by Charterers and USDA.

If owners intend to lighten, the offer should specify the cost of lightening, whether full or partial lightening. If lightening is not performed at the discharge port and vessel directly discharges at berth USDA will deduct the lightening cost from the ocean freight.

8. Owners to provide for vessel hold inspection certificate by the Federal Grain Inspection Service/USDA (FGIS).

9. Loading and stowage to be approved by National Cargo Bureau and certificate of NCB required at Owners expense. Owners to provide additional NCB certification that vessel hatch covers and any other openings leading to cargo compartments have been sealed to prevent any outside water from entering the cargo compartments.

10. Loading rate:

(a) Cargo to be loaded according to berth terms with customary despatch at the average rate as delineated below based on vessel's contracted quantity. The rates are basis tons of 2,204.6 pounds per weather working day of 24 consecutive hours. Sundays and holidays excepted, even if used. Saturdays per BFC Saturday clause.

Vessel Contracted Quantity	Loading Guarantee
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Bulk carriers:

0 - 9,999.99 MT	4,000 MT per day
10,000 - 19,999.99 MT	5,000 MT per day
20,000 - 29,999.99 MT	6,000 MT per day
30,000 - 39,999.99 MT	7,500 MT per day
40,000 - 49,999.99 MT	10,000 MT per day
50,000 MT and above	12,000 MT per day

Tween-deckers and Multi-deckers, including liners: the load guarantee shall be 3,000 MT per day.

LASH/SEABEE barges: the load/discharge guarantees shall not apply. No demurrage/no despatch/no detention to be applied and same to be loaded/discharged in regular turn without undue delay.

(b) Demurrage/despatch is applicable at load and discharge port(s). Owners are to specify demurrage/despatch rates in their offer. Despatch rates must be one-half of demurrage rates quoted. Laytime is non-reversible.

(c) Laytime accounts are to be settled directly between owners and commodity supplier(s) at load port(s). Laytime calculation, overtime and trimming to be in accordance to Addendum No. 1 of the North American Export Grain Association, Inc. F.O.B. Contract No. 2 (revised as of May 1, 2000) Clauses nos. 1-10 inclusive (hereinafter "N.A.E.G.A."), regardless of type of vessel. Further, the following modifications to N.A.E.G.A. will apply: anywhere the word "buyer" appears, the words "vessel owner" should be substituted in its place. Under no circumstances shall Charterers or CCC be responsible for resolving disputes involving the calculation of Laytime or the payment of demurrage or despatch between the vessel owners and the commodity supplier(s). Any/all disputes between vessel owners and the commodity supplier(s) arising out of this contract relating to the settlement of Laytime issues shall be arbitrated in New York, subject to the rules of the Society of Maritime Arbitrators, Inc.

(d) Discharge port Laytime accounts are to be settled directly between owners and buyers. Vessel owner is to prepare and submit signed discharge port Laytime statement to Receivers within twenty (20) days of completion of discharge. Copies of signed discharge port Notice of Readiness, Statement of Facts, and Laytime Statement to be provided to Muller Shipping Corporation, New York, Fax: 516-256-7701/email cargo@mullershipping.com. Under no circumstances shall CCC be responsible for resolving disputes involving the calculation of Laytime or the payment of demurrage or despatch between the vessel owners and the buyers. Any/all disputes between vessel owners and the buyers arising out of this contract relating to the settlement of Laytime issues shall be arbitrated in New York, subject to the rules of the Society of Maritime Arbitrators, Inc.

11. Discharge Terms: Cargo to be discharged free of risk and expense to the vessel (Free Out discharge) at the average rate of 2,500 MT (in tons of 2,204.6 pounds) pro-rata per weather working day of 24 consecutive hours Saturdays, Sundays and Holidays excluded even if used (WWDSSHEX.EIU), on the basis of the bill of lading quantity. Time to count for program participant cargo only when program participant cargo is fully accessible for unloading and all necessary discharging equipment is at receiver's

disposal. Waiting time, time used for formalities or non-cargo operations to be pro-rated (by metric tons) amongst all Charterer's with cargo discharging at discharge port, ratios to be in accordance with the total bill of lading quantity for cargoes discharging discharge port. The discharge guarantee shall not apply for LASH/Seabee barges. Any shifting necessary due to the vessel's size or configuration to be at Owner's time, risk and expense.

12. Notice of Readiness at discharge port to be delivered to the office of Receivers or Receiver's Agent during normal office hours, between 0800 hours and 1800 hours Monday through Friday, or between 0800 hours and 1300 hours on Saturday (Sundays and holidays excluded), whether vessel has been customs cleared or not (WCCON), whether vessel has been granted free pratique or not (WIFPON), whether vessel in is port or not (WIPON), whether vessel is in berth or not (WIBON). At vessel's option, NOR may be tendered in writing by cable, telex, email or facsimile, or if vessel is at anchorage waiting for berth. Laytime to commence at 0700 hours on the next working day after NOR has been tendered in accordance with these provisions. All times indicated are local (discharge port) time.

13. Charterers/Receivers reserve the right to nominate agents at the discharge port(s) to be appointed by Owners, with agency fees for Owner's account, but not to exceed customary applicable fees.

14. Ship owners and/or their agents to release original and non-negotiable bills of lading to Charterer immediately upon completion of loading and without any undue delays.

15. On completion of Loading Master and or owner and or agent to send a Sailing Notice to Charterer's agent, freight forwarder name/FAX number/email address. Said notice to state vessel name, flag, quantity on board in Metric Tons, stowed in hold numbers, Bill of lading date, ETA discharge port and any ports of call en route, and loaded draft of vessel ETA discharge port.

16. Transshipment is not permitted.

17. Payment of one-hundred percent (100%) of freight will be paid directly to the carrier by the USDA upon confirmation by the cooperating sponsor of vessel arrival at the first or sole discharge port, subject to terms and conditions of governing charter party clause 27. Freight payment will be made through WBSCM. In event owner has not paid the carrying/interest charges if any, CCC/USDA will have the right deduct same from the ocean freight

18. Provisions applicable to U.S. Flag vessels

(a) U.S. Flag approved freight rates will be reduced to a level not higher than Maritime Administration fair and reasonable rate in the event that originally approved vessel is substituted by a lower cost vessel (including tug and/or barge).

(b) For U.S. Flag vessels loading less than a full cargo, the less than full cargo freight rate will be subject to reduction to meet any revised Maritime Administration freight rate guideline due to vessel loading other additional cargo.

(c) U.S. Flag offers will not be considered if the vessel operator has not provided the Maritime Administration with the vessel costs prior to submission of the offer.

(d) U.S. Flag vessels which require approval from the Maritime Administration to participate in preference cargoes because of Operating Differential Subsidy (ODS), contractual constraints or because of reflagging/foreign construction issues must obtain such MARAD approval prior to submission of bids.

(e) One way rates must be quoted in addition to round trip rates for non-liner U.S. Flag vessels whose date of original construction exceeds fifteen years from date of fixture.

19. Both U.S. and foreign flag offers that are responsive to this tender will be considered, with no negotiation permitted.

20. Non-vessel Operating Common Carriers (NVOCC) may not be employed to carry U.S. or Foreign Flag shipments.

21. Owners must guarantee that the performing vessel fully complies with the International Safety Management (ISM) Code and the International Ship and Port Facilities Security (ISPS) Code issued in accordance with International Convention for the Safety of Life at Sea (1974) as amended (SOLAS) and will remain compliant for the entirety of her employment under this charter party. Upon request, Owners are to provide Charterers with a copy of the relevant document of compliance (DOC) and Safety Management Certificate (SMC) in regard to the ISM Code and the International Ship Security Certificate (ISSC) in regard to the ISPS Code, or other evidence satisfactory to Charterers. Owners are to remain fully responsible for any and all consequences resulting directly or indirectly from any matters arising in connection with this vessel and the ISM and/or ISPS code(s). Non-compliance with the requirements of the ISM code or ISPS code shall be deemed a breach of contract. Submission of an offer against this RFP will be deemed an acknowledgement by vessel Owner/Operator that these cargoes are to be discharged at port(s) and/or terminals/berths that may not be in compliance with ISPS requirements, and Owner will have no recourse against Charterers or Receivers for subsequent inspections, delays, deviations or other security-related requirements or expenses resulting from calling at such port(s) and/or terminals/berths.

22. Sub-standard vessels and operators: Section 408 of the U.S. Coast Guard Authorization Act of 1998, Public Law 105-383 (46 U.S.C. Section 2302(E)), establishes, effective January 1, 1999, with respect to non-U.S. Flag vessels and operators/owners, that substandard vessels and vessels operated by operators/owners of substandard vessels are prohibited from the carriage of government impelled (Preference) cargo(es) for up to one year after such substandard determination has been published electronically. As the cargo advertised in this IFB is a government impelled (Preference) cargo, offerors must warrant that vessel(s) and owner/operator are not disqualified to carry such government impelled (Preference) cargo(es).

23. Owners warrant that vessel offered is free from any liens and/or encumbrances.

24. Substitution of Vessel is not permitted without Charterers-USDA prior approval. Any vessel substituted shall be of the similar type, class, approximate size and with same Laydays.

All vessel substitutions must be vetted through the USDA/Foreign Agricultural Service. The proposed substitute vessel must be of the same service category as the originally awarded vessel. This applies to both U.S. and foreign flag vessel substitutions. The proposed substitute vessel must also appear on the applicable Maritime Administration U.S. or foreign flag vessel list which can be accessed using the following URL: http://www.marad.dot.gov/ships_shipping_landing_page/cargo_preference/cargo_humanitarian_assistance/cargo_human_assistance_reports/Humanitarian_Food_Aid_Reports.htm

25. Commission: 2.50 percent on gross freight, deadfreight and demurrage is payable to freight forwarder if vessel offered direct. If broker involved then 2/3 of 2.50 percent is payable to freight forwarder and 1/3 of 2.50 percent is payable to offering broker.

26. In case of claims for loss, damage or shrinkage in transit, or any other claims against the carrier, the rules and conditions governing commercial shipments and the provisions of the Carriage of Goods by Sea Act of 1936 shall not apply as to the period within which notice thereof shall be given to carriers, or period within which claim therefore shall be made or suit instituted.

27. All other terms and conditions as per Proforma Charter Party, available upon request.

For further information contact freight forwarder/telephone number.

END OF FREIGHT TENDER

The public reporting burden for this information collection is estimated to be 45 minutes. This burden estimate includes time for reviewing instructions, researching existing data sources, gathering and maintaining the needed data, and completing and submitting the information. Send comments regarding the accuracy of this burden estimate and any suggestions for reducing the burden to: U.S. Department of Agriculture, Foreign Agricultural Service, Office of Capacity Building and Development, Food Assistance Division, Attn: OMB Number (0551-0035), 1400 Independence Avenue., S.W., Washington, DC 20250-1034. You are not required to respond to this collection of information unless a valid OMB control number is displayed.