

Freight Tender  
South Sudan P.L. 480 Title II Program  
Catholic Relief Services  
June 1, 2020  
WBSCM Commodity Solicitation Number 2000007043  
WBSCM Freight Solicitation Number 2000007044

Muller Shipping Corporation, New York, as sub-contractor to LifeLink Logistics and acting for an 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 PL-480 Title II program under authority of Food for Peace Act Section 202(a) (emergency food assistance), as specified for the cargoes below on the following basis:

Cargo: Sorghum in Bulk Grain, per the following orders/parcels -  
Up to 5,770 MT Sorghum, WBSCM S.O. 5000620725 (South Sudan)

- Empty bags to accompany above order
- Fixture(s) to be made Min/Max basis

Laycan: July 23 - August 3, 2020

Loading: 1-2SB Each, 1-3SP All USA Port Ranges

Load Terms: Scale Gross Load for PL-480 Title II bulk grain (see below)

Discharge: Mombasa. Full Berth Terms. No Demurrage/Detention/Despatch. Cargoes to be bagged at the indicated discharge (transit) port(s) and delivered via truck on through bill(s) of lading to receiver's designated warehouse in Mombasa (see below) with Charterer's option for receivers to take delivery stacked on trucks at end of bagging line.

Empty bags are to be delivered to Owners or their appointed agents Free Along Side (F.A.S.) point of rest (under cover) at Owners' designated load berth. Owners are to nominate load berth(s) for the empty bags within forty-eight (48) hours after receipt of Charterers' nomination of load port(s) for the cargo. Owners' designated load berth must provide a point of rest with under cover protection from the weather for the empty bags. Owners will be responsible for any and all costs associated with placing the empty bags aboard the vessel from their F.A.S. point of rest (under cover). Empty bags will be transported on vessel to destination(s) freight free.

#### 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 June 8, 2020. Only firm offers will be accepted.

All offers must remain valid through close of business U.S. Eastern time June 12, 2020. No phone offers or offers via e-mail will be accepted.

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.

All proposals will be evaluated on the rates submitted in WBSCM. Free form remarks are not evaluated and are for informational purposes only and to cover optional ports, optional discharge rates, etc.

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: WBSCM.ServiceDesk@caci.com

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 Muller Shipping Corp. 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.

NOTICE TO THE TRADE DATED JULY 22, 2009

Effective immediately, all ocean carriers submitting freight proposals in response to P.L. 480 Title II freight RFPs for mark and count cargoes and/or bulk cargoes and/or overseas and/or domestic preposition cargoes must include one of the statements below, or certify to one of these statements if the offer submission is via WBSCM. Please note that this statement is required for each offer submitted. For offers submitted via the WBSCM system the certification is to be acknowledged within the Attributes section of the solicitation. For each offer submitted outside of WBSCM, one of the statements below must appear on each page of each offer submitted:

1. This freight proposal, whether successful or unsuccessful, contains trade secrets or commercial financial information which are privileged and confidential and exempt from disclosure under the Freedom of Information Act, 5 U.S.C. Section 552. Furthermore, this information is prohibited from disclosure under the Trade Secrets Act, 18 U.S.C. Section 1905.

-- OR --

2. This freight proposal, whether successful or unsuccessful, may, in the future, be made public or released under a FOIA request.

In awarding cargo under this RFP USAID will consider factors including the lowest landed cost, and the impact of any potential award on the agency's ability to satisfy the requirements of statutes and regulations including the Cargo Preference Act.

N.B. PLEASE NOTE THE FOLLOWING PARAGRAPHS REGARDING EVALUATION CRITERIA.

All offers are subject to Charterer's approval and the CRS Proforma Charter Party terms. Any offers received for carriage in combination with previously contracted part cargo(es) are subject to the review and approval of the Charterers and may at their discretion be rejected based on schedule, vessel design and other factors that they deem not advantageous to the program. (E.g., a schedule-related factor will include whether award of this contract would affect the timeliness of delivery of other USAID-financed emergency cargoes.)

Offers are to provide past performance information. If the offeror has transported any USAID-financed cargo(es) that has missed the contractual LDA or DDA deadlines of any shipment within the past year, the offer should include relevant information, including the identity of the charterer, the contract number, the contractual LDA and/or DDA dates and the actual date of arrival/loading/delivery, as applicable, and contact information for the charterer. Offers may also include explanations of such delays.

Evaluation: The government will award contract(s) to the responsible offeror(s) that will provide the best value to the government. Best value shall be defined in this procurement as total price of commodity delivered to

destination within the best delivery schedule that meets the government's requirements. Past performance information to be incorporated in the responsibility determination and best value decision. Non-cost/price factors are weighted approximately equal to cost/price factor. Named vessel in an offer is viewed as a representation of the type and kind of vessel that will be provided. Failure to offer exactly as per the terms of this freight tender will render an offer non-compliant and as such the offer will not be considered.

CRS, in accordance with USAID direction and regulations, intends to make award without discussions, but reserves the right to conduct discussions and seek final proposal revisions if deemed necessary.

There have been significant changes to the Cargo Preference legislation. Offerors are encouraged to review the USAID notice on the same, available at: <http://transition.usaid.gov/business/ocean/notices/>

Offerors are encouraged to review Charterer's Proforma Charter Party for governing terms and conditions. Copy available upon request from Muller Shipping Corporation, New York.

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.

Terms/Conditions:

1. Vessel Restrictions:

- Geared bulk carriers required for non-U.S. flag vessels and preferred for U.S. flag vessels.

- For U.S. flag vessels: Dry Cargo Ships workable. Tankers and towed barges are not acceptable. Push-Mode Integrated Tug-Barge (ITB) will be considered if warranted speed and proposed itinerary can provide delivery according to the earliest and latest dates indicated elsewhere herein.

- 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 but not exceeding New York market rates for U.S. flag vessels or London market rates for non-U.S. flag vessels.

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

- All vessel substitution requests must be reviewed by USAID. The proposed substitute vessel should be of the same type 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](http://www.marad.dot.gov/ships_shipping_landing_page/cargo_preference/cargo_humanitarian_assistance/cargo_human_assistance_reports/Humanitarian_Food_Aid_Reports.htm)

2. Only clean offers of named vessels with full particulars will be considered. Name of vessel and flag, Year built, Type, Class, 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 to be included in offer. Offers are requested in the format entitled "Export Freight Offers" as issued by USAID, copy available upon request.

3. Vessel Gear Requirements: Vessel(s) must be capable of self-discharge with vessel's gear or in the case of gearless U.S. Flag vessels, Owner-supplied shoreside gear and all necessary motive power/fuel to operate all discharge gear and support equipment. If vacuators and/or marine legs are used, Owners to include all necessary pipes and supports, as applicable, as well as technicians to oversee their operation.

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

- Offer must include type of hatch operation. Opening and closing of hatches at loading and discharging ports shall be performed by the Vessel's crew at the Owners' expense. 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 and discharge ports, if used and include all costs up to delivery at each designated point of final delivery. Freight rate quotations must provide per metric ton breakdown of rates for: a) Ocean transportation, including bulk discharge; b) Bagging at discharge port; c) Inland transportation from each discharge (transit) port to each of the point(s) of final delivery named herein, and d) Cost of lightening if applicable to offer.

Offers with ancillary charges (bagging/stacking/inland freight) deemed to be outside the competitive range may be subject to a counter-offer or negotiated reduction in order to be considered for award.

5. Part cargo offers will be considered if a satisfactory itinerary is provided, other cargoes are compatible and non-injurious to CRS cargo and detailed in offer (or approved by Charterers/USAID if contracted after fixture), and vessel size and stowage are acceptable. The HRW parcel covered by this freight tender may be commingled with any other Title II HRW of the same specifications fixed aboard the same vessel if acceptable to all Charterers. For any other part cargo awards Owners to fully segregate with all expenses for Owners account, whether by natural separation or otherwise. Vessel itinerary and geographic proximity of completion cargoes will be taken into consideration. On any part cargo fixtures, Charterers reserve the right to require Last-In loading and/or First-Out unloading of cargoes covered by this tender.

6. Fumigation will be required upon completion of loading as per PFA CP 25. Offers for tween-deck vessels will be considered non-responsive unless accompanied by a copy of a letter from FGIS, USDA, stating that the vessel can be fumigated under the FGIS in-transit fumigation procedures and a letter from a certified applicator stating that the vessel has been inspected and found to be suitable for in-transit fumigation.

Owners are responsible to assure that hatch covers remain sealed for the minimum length of time required in the USDA, FGIS Fumigation Handbook, or by

the contracted fumigator, whichever is longer. If the vessel arrives at the first or sole discharge port before the expiration of the required fumigation period, Owners will be responsible for all time, risk and expense resulting from the need to delay opening hatches until the expiration of the required fumigation period.

At the discharge port (s) and/or final delivery destination(s) and upon inspection by government inspectors, if cargo and/or vessel are found to be infested and provided clean bill(s) of lading were issued, owners will arrange fumigation of the cargo within 24 hours of discovery of such infestation. Any fumigation costs and all time on the vessel are for owner's (vessel's) account.

7. Lightering at Disport:

- The Owners are responsible for Vessel arriving at discharge port(s) and berth(s) with an acceptable safe arrival draft, and any lightering at the discharge port(s) is to be at Owner's time, risk and expense. All lighterage vessels used must be geared ocean-going bulk carrier vessels, 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.

- If cargo is lightered, pneumatic discharging equipment may be utilized for transfer from mother to daughter vessel(s) or for discharge from daughter vessel(s) to shore, but may not be utilized for both operations.

- Any lighterage is to be accomplished within the territorial waters of the country of the named discharge port(s) unless otherwise approved by Charterers and U.S. AID.

- Owners should state in offer whether they intend to lighten, and if owners intend to lighten, the offer should specify the cost of lightering, whether full or partial lightering. If lightering is not performed at the discharge port and vessel directly discharges at berth, the quoted/contracted cost of lightering will be deducted 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 terms:

(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: the load guarantee shall be 3,000 MT per day.  
Lash/seabee barges: the load guarantee shall not apply.

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

(c) Laytime accounts, demurrage, despatch, overtime and detention 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 "NAEGA"), regardless of type of vessel. Further, the following modifications to NAEGA will apply: anywhere the word "buyer" appears, the words "vessel owner" should be substituted in its place. Under no circumstances shall Charterers, CCC or AID be responsible for resolving disputes involving the calculation of Laytime or the payment of demurrage, despatch, overtime or detention between the vessel owners and the commodity supplier(s). Any/all disputes between the Vessel Owner and the Commodity Supplier(s) arising out of this contract relating to the settlement of Laytime and/or the payment of demurrage/despatch shall be arbitrated in New York subject to the rules of the Society of Maritime Arbitrators, Inc.

#### 11. Discharge / Delivery Terms

(a) Full Berth Terms. No Demurrage/Detention/Despatch. Additional terms below. Commodities are to be shipped in bulk with quantities based on FGIS Official Weight Certificates issued at loading. Bill of lading quantities and freight charges will be based on these official figures, and claims or demands for payment of amounts that exceed the charges as based on bill of lading weights will not be considered.

Freight offers are to be submitted and evaluated on the basis of Option 1 below with alternative rates offered basis Option 2 in the Remarks section of offer.

Option 1: Cargo is to be bagged at the discharge (transit) port(s) of Mombasa and delivered under through bills(s) of lading to receiver's warehouse at Owner's time, risk and expense. Warehouse expected to be Benvick Warehouse, Mombasa/Nairobi Highway, Changamwe, but subject to change, and in any case to be within five (5) kilometers of Mombasa port.

Unloading at warehouse(s) to be arranged and paid for by receivers. Based on prior cargo experience, Charterers indicate for guidance purposes only and without guarantee, warehouse receiving capacity of 1,500 to 2,000 MT per day Monday through Friday, with more limited receiving capacity by advance arrangement only on Saturday.

Option 2: Offers to provide alternative rates, at Charterer's option, in the Remarks section of their offer for delivery basis loaded and stacked on receiver's trucks at Owner's expense at the end of the bagging line(s).

For any cargo booked to Mombasa under either optional discharge terms, carrier will be responsible for all costs at Mombasa port. Such expenses for carrier's account to include, but not be limited to: wharfage, shorehandling charges, KPA shorehandling charges, transit bond charge, trade levy charge, Northern Corridor Levy charge, container deposit, terminal handling charges, container cleaning, lift charges, gate charges, transfer charges, devanning or stripping charges. Carrier will be required to instruct their local agent to pay such charges directly to the port or other relevant parties. All such charges will be withheld from freight payment if not promptly settled in Mombasa.

(b) Owners to provide all labor, needles, twine, and necessary equipment for required bagging. Owner is to advise Charterer of the method of bagging (hand bagging not permissible), bagging rate and name of bagging contractor prior to fixture. Nominated bagging contractor to be subject to Charterer's approval. If hand bagging is performed in breach of contract, the bagging rate to be reduced to USD 1.00 per Metric Ton. Otherwise subject to USAID bagging provisions dated July 1989, copy available upon request.

(c) Carrier to provide written notification to Muller Shipping Corporation cargo@mullershipping.com / fax 516-256-7701 and to Lifelink Logistics Fax No. 440-243-3030 with the vessel's agent(s) at the discharge port(s) not later than seven (7) days following completion of loading of cargoes awarded under this tender.

(d) Exception to standard freight payment provisions: When a contract calls for bagging and/or stacking at the discharging port and/or through bill of lading for Owner's account, freight payment will be effected as follows (subject to actual receipt of funds from AID):

- Sixty (60) Percent of freight will be payable upon notice satisfactory to Charterers of vessel's arrival at first port of discharge, which notice will be part of the documentation required to be presented by carrier as a condition of payment.
- Forty (40) Percent of freight will be payable upon confirmation from receivers that Owners have fulfilled their responsibilities under the charter party. Delivery to final destination(s) will only be deemed as completed when all of the commodities discharged from the vessel have been delivered, regardless of the number of bags dispatched from the port and/or delivered to final destination(s). At the discharge port, if the final bag count is not consistent with the anticipated bag count as based on the bill of lading weight Owners will nonetheless be required to complete deliveries of all bagged grain at their time, risk and expense, to the destination(s) laid out in the governing charter party, as charterers may direct. Notwithstanding the foregoing, if any quantity of cargo is prevented from being dispatched from the discharge port(s) by government authorities Owners to provide full details of the quantity being delayed, both the number of bags and the total weight for each affected commodity, within seven days of the completion of discharge from the vessel or within 48 hours of the required information being known and/or obtained. If this information is provided within this time frame, and upon confirmation of delivery of all cargoes that have been dispatched from the discharge port(s), 35% of the freight to be remitted to Owners with the remaining 5% balance to be held until all deliveries have been completed.

#### 12. Provisions applicable to U.S. Flag vessels

- Offers for U.S. Flag vessels are to certify that necessary cost data has been submitted to MARAD; any prior MARAD approval for carrying preference cargoes have been obtained; and that they will agree to reduce rates to any "fair and reasonable" calculation.

- 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.

- U.S. Flag vessels also subject to freight reductions as indicated in PFA CP clause 12, which has been amended to include the provisions of USAID Notice to the Trade dated August 23, 2007.

13. If the vessel has not arrived at the first discharge port for cargoes contracted under this tender, ready in all respects to discharge by 0900 hours on the forty-fifty day after the end of the Laycan as fixed for vessels loading U.S. Gulf or U.S. West Coast, a Delivery Delay Assessment will be

imposed at \$1.00 per metric ton per day in accordance with Proforma CP clause 41.

14. CP clause 41 earliest acceptable arrival date will not apply.

15. Cargo covered by this tender not to be sublet, nor carried under any slot-charter arrangement, and Non-vessel Operating Common Carriers (NVOCC) may not be employed to carry U.S. or Foreign Flag shipments.

16. Carrier/Owner guarantees that this vessel, if required by the ISM (Non self-propelled barges are exempt), and ISPS code issued in accordance with International Convention for the Safety of Life at Sea (1974) as amended (SOLAS) complies fully with the International Safety Management (ISM) Code and the International Ship and Port Facilities Security (ISPS) Code and will remain so for the entirety of her employment under this booking note. Upon request, Carriers to provide Shippers 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. Carriers are to remain fully responsible for any and all consequences from matters arising as a result of the Carrier or the vessel being out of compliance with the ISM and ISPS code.

17. 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 RFP 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).

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

19. Commission: 1.67% on gross freight / dead-freight is payable to Charterer's agent / Freight Forwarder, LifeLink Logistics. See Notice to the Trade at <https://procurement.usaid.gov/node/6386>

20. Shipper reserves the right to require vessel owners to post a performance bond. Said bond to be in the form of a certified check only, drawn on a U.S. bank, equivalent to five (5) percent of the gross freight, in favor of the Agency for International Development. Bond to be held until Vessel completes loading of cargo covered by this charter party and owners have released unclashed original bills of lading and furnished all other required documentation, or until Vessel has arrived at the first or sole discharge port for the cargoes covered by this tender, or until Owner has completed all contractual obligations for delivery of the cargo subsequent to discharge, as negotiated. In the event vessel presents after the lay period, USDA/USAID approval will be required to release bond. Said Bond is due within five (5) working days from date of freight fixture confirmation and failure to provide such performance bond within that time period may result in voiding of the contract. Should owners forfeit performance bond, owners will remain liable for cargo's ultimate delivery. Acknowledgment of the performance bond should be stated in owner's original response to the tender. Under no circumstances is the performance bond to be considered as the maximum liability or liquidation of damages incurred due to a non-performance of the ship owner.

21. 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.

22. The following USAID requirement is incorporated into this freight tender and the PFA CP: USAID requires a standard large size USAID flag and a USAID banner with revised USAID emblem which is approximately 16 feet wide by 16 feet tall to be displayed on vessels carrying USAID funded cargoes. Both the banner and flag are to be flown while the vessel enters the load/discharge ports and during cargo operations. Subsequent lightering contracts should ensure the daughter vessels also carry the same. Vessel Owner is therefore required to take necessary action at their expense to comply. See website <http://www.usaid.gov/branding/> for most recently updated USAID logo and landmark information.

23. This freight solicitation and any resultant freight contracts are deemed to include, by reference, FAR Clause 52.232-22, Limitation of Funds. (see USAID Notice to the Trade dated February 26, 2010)

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

For further information contact Muller Shipping Corp. 516-256-7700 (New York)

END OF FREIGHT TENDER