

FETTIG & DONALTY, INC., AS AGENTS FOR WORLD VISION, INC. REQUESTS OFFERS OF U.S. AND NON-U.S. FLAG VESSELS TO TRANSPORT THE FOLLOWING TITLE II CARGO:

WBCSM FREIGHT SOLICITATION NUMBER 2000007241
WBCSM COMMODITY SOLICITATION NUMBER 2000007240

CARGO:

BULK HARD RED WINTER WHEAT, PER THE FOLLOWING ORDERS/PARCELS

UP TO 13,900 MT HARD RED WINTER WHEAT, WITH ABT 284,000 EMPTY BAGS,
WBCSM SO 5000615982

LAYCAN: OCT 16-26, 2020

- EMPTY BAGS TO ACCOMPANY ALL ABOVE ORDERS AND BE SHIPPED FREIGHT FREE ON SAME VESSEL AS CARGO

CONTRACTED QUANTITY TO BE ON A MIN/MAX BASIS.

OFFERORS ARE ENCOURAGED TO SUBMIT OFFERS IN COMBINATION WITH OTHER BULK WHEAT TENDERS TO ETHIOPIA

- LOADPORT: LOADING: 1/2 SB EACH, 1/3 SAFE PORT U. S. PORTS.

THE FOLLOWING AREAS ARE TO BE CONSIDERED, RESPECTIVELY, AS ONE PORT:

MISSISSIPPI RIVER, NOT NORTH OF BUT INCLUDING BATON ROUGE

COLUMBIA RIVER DISTRICT, INCLUDING PORTLAND

SAN FRANCISCO BAY AREA, INCLUDING STOCKTON/SACRAMENTO

- DISCHARGE PORT: THROUGH BILL OF LADING TO FOLLOWING DESTINATIONS IN ETHIOPIA VIA DISCHARGE PORT OF DJIBOUTI

DESTINATION WAREHOUSE LOCATIONS: FOLLOWING ARE INTENDED WAREHOUSE LOCATIONS WITHOUT GUARANTEE. WORLD VISION HAS THE OPTION TO CHANGE THE LOCATIONS WITHIN A 10 KM DISTANCE.

Parcel

1. 2370 MT ADAMA CARE WAREHOUSE

ADAMA WOREDA, ADAMA CITY

KEBELE 06, TIKUR ABAY AREA

TELE. OFFICE PHONE: +251-022-111-3362: +251-022-

111-4718 | CELL PHONE: +251-924938786

CONTACT PERSON: ZERFU WOLDEAMANUEL

2. 1780 MT DIRE DAWA

ADDRESS:

DIRE DAWA CITY ADMINISTRATION, DIRE DAWA CITY

KEBELE 03, NUMBER ONE AREA

TELE.251 -915 760638 OFFICE +251-025-111-1347

CONTACT PERSON: SOLOMON ZIMBELACHEW, COMMODITY &

LOGISTICS OFFICER

3. 9750 MT KOMBOLCHA

ADDRESS:

KALU WOREDA, KOMBOLCHA TOWN
KEBELE 03 & 04, AUTOBUS TERA
TELE: OFFICE: +251-0333510781, +251-0930965427 (CELL
PHONE)

CONTACT PERSON: YIBELTAL GETACHEW, PDP SUPERVISOR

INTENDED APPROXIMATE QUANTITY FOR EACH FINAL DELIVERY DESTINATION POINT IN ETHIOPIA FOR EACH PARCEL, WITHOUT GUARANTEE FROM CHARTERER AND SUBJECT TO CHANGE, IS BASED ON THE QUANTITIES INDICATED ABOVE (ALL DELIVERIES TO WAREHOUSE DOOR).

OFFERS SHOULD INCLUDE A RANGE OF OVERALL QUANTITIES AND RATES IN CASE A LESSER QUANTITY IS PURCHASED. IF A LESSER QUANTITY IS AWARDED, THE INTENT IS TO APPORTION THE ETHIOPIA HRW QUANTITIES FOR EACH DESTINATION IN APPROXIMATELY THE RATIOS INDICATED BY THE ABOVE FIGURES ON EACH CONTRACTED VESSEL, WITH OFFER EVALUATION ALSO BASED ON THESE RATIOS. DESTINATION QUANTITIES WILL REMAIN SUBJECT TO REVISION AT CHARTERER'S OPTION REGARDLESS OF THE QUANTITY AWARDED. ANY OFFER THAT SPECIFIES INDIVIDUAL ETHIOPIAN DESTINATIONS AND EXCLUDES OTHERS MAY THEREFORE BE DEEMED NON-RESPONSIVE.

VESSEL OWNERS TO GIVE A 14-DAY PRE-ADVICE OF VESSEL'S ETA AT THE LOAD RANGE. SUCH PRE-ADVICE TO BE GIVEN NOT LATER THAN NOON ON THE DAY OF SAID NOTICE.

-ABOVE HRW WHEAT CARGOES MAY BE COMMINGLED, BUT IF COMMINGLED, OWNERS TO ASSURE THAT QUANTITIES DELIVERED AGAINST EACH BILL OF LADING ARE CORRECT. WORLD VISION WHEAT MAY BE COMMINGLED WITH OTHER PART CARGOES CONTRACTED UNDER SEPARATE CHARTER PARTIES PROVIDED SAID CARGO(ES) ARE OF THE SAME COMMODITY, QUALITY AND SPECIFICATION AS PROCURED UNDER THE SAME USDA ASSIGNED PURCHASED ORDER. ANY ADDITIONAL PART CARGOES MUST BE APPROVED BY CHARTERERS/AID AND FULLY SEGREGATED SUBJECT TO ITINERARY AND CARGO COMPATIBILITY, OTHERWISE PER TENDER/CP.

PART CARGO OFFERS WILL BE CONSIDERED IF A SATISFACTORY ITINERARY IS PROVIDED, OTHER CARGOES ARE COMPATIBLE AND NON-INJURIOUS TO CHARTERERS' CARGO AND DETAILED IN OFFER (OR APPROVED BY CHARTERERS/USAID IF CONTRACTED AFTER FIXTURE), AND VESSEL SIZE AND STOWAGE ARE ACCEPTABLE. FOR PART CARGO AWARDS OWNERS TO FULLY SEGREGATE FROM ANY OTHER PART CARGOES BY NATURAL SEPARATION OR BY KOBE SEPARATION ONLY, WITH ALL EXPENSES FOR OWNERS ACCOUNT. 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.

ALL OFFERS ARE SUBJECT TO CHARTERER'S APPROVAL AND THE WORLD VISION, INC. 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.)

-VESSEL TYPE EXCLUSION: TOWED TUG-BARGES AND TANKERS ARE EXCLUDED. INTEGRATED TUG/BARGE UNITS 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 15 YEARS AND MUST BE CLASSED HIGHEST IN LLOYD'S REGISTER OR ITS' EQUIVALENT. YEAR OF ORIGINAL CONSTRUCTION, NOT REBUILT DATE, TO APPLY.

ALL VESSELS 15 YEARS AND OLDER 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.

OWNER'S TO PROVIDE CHARTERERS 18,16,14 DAYS AND THEN DAILY NOTICE OF VESSEL'S ARRIVAL DISCHARGE PORT.

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.

- LOADING TERMS: THE CARGO HAS 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, SATURDAYS, SUNDAYS AND HOLIDAYS EXCEPTED, EVEN IF USED.

BULK CARRIERS:

VESSEL CONTRACTED QUANTITY	LOADING GUARANTEE
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

TANKERS:

VESSEL CONTRACTED QUANTITY	LOADING GUARANTEE
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 MT AND ABOVE	7,500 MT PER DAY

TWEEN-DECKERS: THE LOAD GUARANTEE SHALL BE 3,000 MT PER DAY.
LASH/SEABEE BARGES: THE LOAD GUARANTEE SHALL NOT APPLY.

- DEMURRAGE/DESPATCH IS APPLICABLE AT LOAD PORT AND OWNERS ARE TO SPECIFY DEMURRAGE/DESPATCH RATES IN THEIR OFFER. DESPATCH RATES MUST BE ONE-HALF OF DEMURRAGE RATES QUOTED.

- LOADPORT LAYTIME CLAUSE IS AS FOLLOWS:

QUOTE

THE CARGO IS TO BE LOADED ACCORDING TO BERTH TERMS WITH CUSTOMARY DESPATCH AT THE AVERAGE RATE OF . . . MT PER WEATHER WORKING DAY OF 24 CONSECUTIVE HOURS, SATURDAYS, SUNDAYS AND HOLIDAYS EXCEPTED, EVEN IF USED. LAYTIME ACCOUNTS ARE TO BE SETTLED DIRECTLY BETWEEN OWNERS AND COMMODITY SUPPLIER(S) AT THE

LOADPORT(S). LAYTIME CALCULATION, OVERTIME AND TRIMMING TO BE IN ACCORDANCE WITH ADDENDUM #1 OF THE NORTH AMERICAN EXPORT GRAIN ASSOCIATION INC.'S F.O.B. CONTRACT NO.2 (REVISED AS OF AUGUST 1, 1988) CLAUSES NOS. 1 - 10 INCLUSIVE (HEREINAFTER "N.A.E.G.A.") REGARDLESS OF THE TYPE OF VESSEL. FURTHER, THE FOLLOWING MODIFICATION TO N.A.E.G.A. WILL APPLY:

ANYWHERE THE WORD "BUYER" APPEARS, THE WORDS "VESSEL OWNER" SHALL BE SUBSTITUTED IN ITS PLACE. UNDER NO CIRCUMSTANCES SHALL THE CCC OR CHARTERERS 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.

UNQUOTE

- FUMIGATION CLAUSE:

VESSEL MUST BE ABLE TO BE FUMIGATED WITH ALUMINUM PHOSPHIDE IN ACCORDANCE WITH THE REQUIREMENTS IN THE FGIS FUMIGATION HANDBOOK FOR IN-TRANSIT FUMIGATION. THE ENTIRE CARGO TO BE FUMIGATED FOLLOWING COMPLETION OF LOADING AT VESSEL'S FINAL LOAD BERTH BY THE GRAIN SUPPLIER AT GRAIN SUPPLIER'S EXPENSE. THE RE-CIRCULATION METHOD OF FUMIGATION WILL BE UTILIZED FOR U.S. AND NON-U.S. BULK CARRIERS (INCLUDING ITB'S) AND TWEEN-DECKERS. TWEEN-DECKERS WILL ONLY BE CONSIDERED PROVIDED THAT AN FGIS LICENSED FUMIGATOR HAS PROVIDED WRITTEN ACCEPTANCE AND FGIS HAS PROVIDED A LETTER STATING THAT VESSEL HAS BEEN PRE-APPROVED FOR THE RE-CIRCULATION IN-TRANSIT METHOD. IN ADDITION, TWEEN-DECK VESSELS ARE ACCEPTABLE ONLY WHEN A CERTIFIED APPLICATOR STATES THAT THE VESSEL HAS BEEN INSPECTED AND FOUND TO BE SUITABLE FOR FUMIGATION AND SUCH WRITTEN STATEMENT FROM CERTIFIED APPLICATOR SHOULD BE SUBMITTED WITH OFFER. ANY ADDITIONAL TIME SPENT TO ACCOMMODATE FGIS REQUIREMENTS FOR FUMIGATION WILL BE FOR THE ACCOUNT OF OWNERS. DUST RETAINERS MUST BE USED.

- AT THE DISCHARGE PORT AND UPON INSPECTION BY GOVERNMENT INSPECTORS, IF CARGO AND/OR VESSEL IS FOUND TO BE INFESTED AND PROVIDED CLEAN BILL(S) OF LADING WERE ISSUED, FUMIGATION COSTS IF ANY ARE FOR OWNER'S (VESSEL'S) ACCOUNT.

- DISCHARGE TERMS: FULL BERTH TERMS ALL INCLUSIVE, NO DEMURRAGE/NO DESPATCH/NO DETENTION. 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.

CARGO IS TO BE BAGGED AT THE DISCHARGE PORT OF DJIBOUTI AND DELIVERED UNDER THROUGH BILLS(S) OF LADING TO RECEIVER'S WAREHOUSE DOOR(S) AT ONE OR MORE OF THE FINAL DESTINATIONS IN ETHIOPIA NAMED HEREIN, ALL AT OWNER'S TIME, RISK AND EXPENSE. UNLOADING AT WAREHOUSE(S) TO BE ARRANGED AND PAID FOR BY RECEIVERS.

VESSEL GEAR REQUIREMENT: VESSEL(S) MUST BE CAPABLE OF SELF-DISCHARGE WITH VESSEL'S GEAR OR 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.

-THE INLAND TRANSPORTER APPOINTED BY THE OCEAN CARRIER SHALL SUBMIT TO THE SURVEYOR APPOINTED BY THE CONSIGNEE AN INITIAL DISCHARGE/ DISPATCH PLAN INDICATING DATA REQUIRED TO FACILITATE EFFECTIVE AND EFFICIENT DISPATCH, INCLUDING TRUCK LICENSE NUMBER, QUANTITY TO BE LOADED, NAME OF CONSIGNEE, AND INLAND DESTINATION. INLAND TRANSPORT DRIVERS SHOULD PRESENT THEIR TRUCKS AT THE QUAY FOR LOADING WITH PROPER WRITTEN DOCUMENTS, E.G. WAYBILL, PRESENTING THESE DATA.

MULTIPLE-COPY WAYBILLS USED TO DOCUMENT INLAND TRANSPORT SHALL INCLUDE ONE COPY TO REMAIN WITH THE SURVEYOR APPOINTED BY THE CONSIGNEE. TRUCKS SHALL NOT LEAVE THE PORT WITHOUT THE OFFICIAL STAMP OF THE SURVEYOR APPOINTED BY THE CONSIGNEE AFFIXED TO ALL COPIES OF THE WAYBILL IN POSSESSION OF THE DRIVER.

THE INLAND TRANSPORTER APPOINTED BY THE OCEAN CARRIER SHALL CONFIRM TO THE SURVEYOR APPOINTED BY THE CONSIGNEE ALL WAYBILL NUMBERS DOCUMENTING THE INLAND TRANSPORT OF ALL COMMODITIES DISCHARGED FROM EACH VESSEL NOT LATER 12 HOURS AFTER DEPARTURE OF TRUCKS FROM THE PORT.

ANY DEVIATION FROM THE ABOVE BY THE INLAND TRANSPORTER SHALL BE COMMUNICATED IMMEDIATELY TO THE SURVEYOR APPOINTED BY THE CONSIGNEE.

THE CARRIER IS RESPONSIBLE FOR CARGO SECURITY AND INTEGRITY WHILE IN THE CARRIER'S CARE AND CUSTODY. ALL NECESSARY SECURITY MEASURES MUST BE TAKEN TO INSURE SAFE ARRIVAL AT THE FINAL DESTINATION. ANY CARGOES

FOUND TO BE INFESTED WHILE IN THE CARRIER'S CARE AND CUSTODY MUST BE FUMIGATED AT CARRIER'S TIME, RISK, AND EXPENSE.

THE CARRIER MUST UTILIZE TRUCKS TO ACCOMPLISH THE FOREIGN INLAND DELIVERIES. THE CARRIER MUST PROVIDE FULLY ENCLOSED TRUCKS SUITABLE TO CARRY FOOD AID, OR, IF NOT AVAILABLE, TRUCKS WITH SUITABLE BEDS TO CARRY FOOD AID. THE CARRIER MUST ENSURE THAT THE INTERIORS OR BEDS OF THE TRUCKS PROVIDED ARE IN WIND & WATER TIGHT CONDITION, DRY, CLEAN, AND INSECT-FREE PRIOR TO THE LOADING OF THE CARGOES. ANY CARGOES LOADED ON TRUCKS NOT FULLY ENCLOSED MUST BE SECURELY FASTENED DOWN AND COVERED WITH TARPULINS TO FULLY PROTECT THE COMMODITIES FROM THE WEATHER. THE MEANS UTILIZED BY CARRIERS TO SECURELY FASTEN THE COMMODITIES MUST NOT COME IN DIRECT CONTACT WITH THE COMMODITY PACKAGING. CARRIER MUST USE A SAFE BARRIER TO SECURELY FASTEN THE COMMODITY AND AT THE SAME TIME AVOID DAMAGING THE PACKAGING (BAGS) OF THE COMMODITIES.

IN THE EVENT A TRUCK SHOULD BREAK DOWN OR BECOME DISABLED DURING TRANSIT, IT SHALL BE THE RESPONSIBILITY OF THE CARRIER TO PROTECT THE CARGO THEREIN UNTIL THE TRUCK CAN MAKE THE DELIVERY TO THE FINAL DESTINATION.

CARGO TO BE DELIVERED TO CONSIGNEE DURING NORMAL WAREHOUSE WORKING HOURS. NO NIGHT OR AFTER HOURS DELIVERIES UNLESS AGREED UPON WITH THE CONSIGNEE. ALL COSTS INCURRED BY THE TRUCKS FOR ARRIVALS AFTER HOUR DELIVERIES ARE FOR THE CARRIER'S ACCOUNT. ALL TRUCK YARD OR STAGING AREA COSTS ASSOCIATED WITH ANY TRUCK, WHILE WAITING FOR FINAL INLAND DELIVERY, ARE FOR THE CARRIER'S ACCOUNT.

-CARRIER TO PROVIDE WRITTEN NOTIFICATION TO FETTIG & DONALTY, INC. MLAGOON@FETTIGDONALTY.COM, 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.

- 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.

-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.

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.

- 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 IN COORDINATION WITH A REPRESENTATIVE OF THE PORT AUTHORITY, THAT ALL CARGO COMPARTMENTS ARE CLEAN AND ENTIRELY FIT TO RECEIVE AND CARRY CONTRACTED CARGO. OWNERS MUST COMPLY WITH LOCAL REGULATIONS CONCERNING ANY REQUIRED USE OF BANGLADESH FLAG FEEDER VESSELS AND ANY TIME LOST TO BE FOR OWNERS ACCOUNT. OWNER'S TO HAVE LIGHTER VESSEL(S) IDENTIFIED AND READY TO RECEIVE COMMODITY PRIOR TO ARRIVAL OF MOTHER VESSEL INTO CHITTAGONG ALONG WITH FITNESS CERTIFICATE ISSUED BY THE CONCERNED AUTHORITY.

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.

- DELIVERY DELAY ASSESSMENT: IF THE VESSEL HAS NOT ARRIVED AT THE FIRST DISCHARGE PORT, READY IN ALL RESPECTS TO DISCHARGE BY 0900 HOURS ON THE THIRTY-FIFTH DAY AFTER THE END OF THE LAYCAN AS FIXED FOR VESSELS LOADING U.S. GULF, OR ON THE FORTY-FIFTH DAY AFTER THE END OF THE LAYCAN AS FIXED FOR VESSELS LOADING U.S. WEST COAST, A DELIVERY DELAY ASSESSMENT MAY BE IMPOSED AT \$1.00 PER METRIC TON PER DAY IN ACCORDANCE WITH PROFORMA CP. EXCEPT IN THE EVENT THAT THE SAID VESSEL HAS FILED THE NOTICE OF READINESS TO LOAD (AS PER THE CHARTER PARTY TERMS) WITHIN THE LAYDAYS AND DELAYS TO THE LOADING OF THE CHARTERER'S CARGO IS DUE TO BAD WEATHER, CONGESTION AT LOADING ELEVATOR AND OR DELAY BY SUPPLIER IN LOADING THE CARGO. IN WHICH CASE THE ACTUAL DAYS LOST IN LOADING SHALL BE ADDED TO ABOVEMENTIONED TRANSIT TIME IN ASSESSING THE DDA

ADDITIONALLY, FOR CARGOES DELIVERED ON A THROUGH BILL OF LADING TO POINTS IN ETHIOPIA, CHARTERERS MAY ASSESS LIQUIDATED DAMAGES OF USD \$0.50 PER METRIC TON PER DAY ON THE ENTIRE BILL OF LADING QUANTITY IF

ALL CARGO HAS NOT BEEN DELIVERED TO THE FINAL DELIVERY DESTINATION POINT(S) WITHIN THIRTY (30) DAYS AFTER COMPLETION OF VESSEL DISCHARGE AT DJIBOUTI, AND CHARTERERS WILL CONTINUE TO ASSESS LIQUIDATED DAMAGES THEREAFTER IN THIS AMOUNT FOR EACH AND EVERY DAY'S DELAY UNTIL ALL CARGO HAS BEEN DELIVERED TO ALL FINAL DELIVERY DESTINATION POINT(S)

- IF OWNERS FAIL TO TENDER VESSEL WITHIN THE LAYDAYS, AND WHETHER OR NOT THE OPTION TO CANCEL THE CHARTER PARTY IS EXERCISED. THE OWNERS ARE TO BE FULLY RESPONSIBLE FOR ALL CHARGES ATTRIBUTABLE TO THE FAILURE TO TENDER BEFORE THE CANCELING DATE OF THE CHARTER, WHETHER ACCRUING TO CHARTERER OR TO THE UNITED STATES GOVERNMENT AS DONOR, INCLUDING BUT NOT LIMITED TO RE-PROCUREMENT EXPENSES, GRAIN CARRYING CHARGES COVERING INTEREST, STORAGE, INSURANCE, AND FUMIGATION. IN WHICH CASE IT WILL BE A CONDITION OF PAYMENT OF FREIGHT THAT OWNERS SUBMIT AS PART OF THEIR DOCUMENTATION "PAID" INVOICES FROM THE SUPPLIER FOR CARRYING CHARGES OR A CERTIFICATION FROM THE SUPPLIER THAT CARRYING CHARGES DID NOT ACCRUE.

- PERFORMANCE BOND:

CHARTERER/AID RESERVES THE RIGHT TO REQUIRE VESSEL OWNERS/OPERATOR 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 OCEAN FREIGHT. THE CHECK MUST BE MADE OUT IN FAVOR OF THE AGENCY FOR INTERNATIONAL DEVELOPMENT. AS NEGOTIATED, THE PERFORMANCE BOND WILL BE GOOD THROUGH FINAL U.S. LOAD PORT. SAID BOND IS DUE WITHIN FIVE (5) WORKING DAYS OF CONFIRMATION OF BOOKING, FAILURE TO DO SO WILL VOID THE CONTRACT. AS APPLICABLE, SAID BOND WILL BE RETURNED UPON RECEIPT OF WRITTEN NOTICE THAT ALL AVAILABLE CARGOES HAVE BEEN LOADED AT U.S. PORT.

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 AND USAID 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)

- 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.

MARAD WILL CALCULATE THE ONE WAY FAIR AND REASONABLE GUIDELINE RATE AS SOON AS IT IS KNOWN THAT VESSELS ARE TO BE SCRAPPED OR THAT VESSEL'S OWNERSHIP HAS TRANSFERRED. OWNERS AGREE THAT THE APPROVED FREIGHT RATE WILL BE REDUCED TO A LEVEL NOT HIGHER THAN THE ONE WAY FAIR AND REASONABLE GUIDELINE RATE, AND IF FUNDS HAVE ALREADY BEEN PAID TO THE OWNERS, THEN A REFUND WILL BE DUE CHARTERERS. REFER TO NOTICE TO THE TRADE-FREIGHT RATE ADJUSTMENTS-ISSUED AUGUST 23, 2007 BY USAID.

- THE UNITED STATES DEPARTMENT OF AGRICULTURE/KANSAS CITY COMMODITY OFFICE'S GUIDELINES FOR CLAIMS FOR OVER, SHORT AND DAMAGED CARGO DOCUMENTATION TO BE FULLY INCORPORATED IN THE C/P.
- SECTION 408 OF THE U.S. COAST GUARD AUTHORIZATION ACT OF 1998, PUBLIC LAW 105-383 (46 U.S.C. SECTION 3202 (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 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 THIS MAY BE PREFERENCE CARGO, OWNERS WARRANT THAT VESSEL(S) ARE NOT DISQUALIFIED TO CARRY THIS CARGO.
- USAID REQUIRES A STANDARD LARGE SIZE USAID FLAG AND A USAID BANNER WITH REVISED USAID EMBLEM 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 LIGHTENING CONTRACTS SHOULD ENSURE THE DAUGHTER VESSELS ALSO CARRY THE SAME. VESSEL OWNER IS THEREFORE REQUIRED TO TAKE NECESSARY ACTION AT THEIR EXPENSE TO COMPLY. PLEASE REFER TO USAID LINK <http://www.usaid.gov/branding/> TOWARD FULL COMPLIANCE.

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.

WORLD VISION, 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.

-ISM /ISPS:

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.

-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 AUGUST 25, 2020. ONLY FIRM OFFERS WILL BE ACCEPTED.** 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

ALL OFFERS MUST REMAIN VALID THROUGH CLOSE OF BUSINESS U.S. EASTERN TIME AUGUST 28, 2020. NO PHONE OFFERS OR OFFERS VIA E-MAIL WILL BE ACCEPTED

- OTHERWISE: TERMS AND CONDITIONS OF CURRENT WORLD VISION, INC. CHARER PARTY PROFORMA, COPIES OF WHICH ARE AVAILABLE FROM FETTIG & DONALTY, INC.

- OFFERS MUST INCLUDE:

- VESSEL NAME/TYPE/FLAG/YEAR

- ETA LOADPORT AND DISCHARGE PORT

- 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 DJIBOUTI 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.

- FULL STYLE OF CARRIER OFFERING

-COMMISSION - 1.67 PCT ON FREIGHT/DEADFREIGHT TO FETTIG & DONALTY, INC.

FOR FURTHER INFORMATION, CALL FETTIG AND DONALTY, INC. WASHINGTON, D.C., 202-628-5700. FAX 202-639-8276
ISSUED AUGUST 18, 2020