

PROJECT: THREE (3)-YEAR CONTRACT FOR CARGO FORWARDING SERVICES (FROM SSS MAIN OFFICE TO FOREIGN DESTINATIONS)

QUERIES/CLARIFICATIONS RAISED DURING THE PRE-BID CONFERENCE AND WRITTEN QUERIES:

	Query/Clarifications	TWG/BAC Reply
1	On page 11 item no. 7.1, the Procuring Entity has prescribed that subcontracting is not allowed. May we request for the end-user to define the extent of this clause since we will be using the services of our international courier partners during the contract duration. 2GO remains responsible as the contracting party. Given this reason, requesting that it be allowed as local bidders will rely on international courier providers to facilitate delivery.	<ul style="list-style-type: none"> Technically, Agents/Sub-agents/ International courier partners are not considered subcontractors but mere agents of the principal. Nonetheless, their performance is deemed the same performance of its principal.
2	Kindly confirm that chargeable weight is basis of computation and not actual weight. Chargeable weight is defined as actual weight or dimensional weight whichever is higher. Dimensional weight is LxWxH (in cm) / 5000.	<ul style="list-style-type: none"> The billable weight is based on dimensional weight or actual weight whichever is higher.
3	Rate Structure on the bid template is on a per Kilogram basis. Kindly confirm that fraction of a kilogram shall be rounded up to next kilogram as per standard.	Whenever there is a fraction of a kilogram, even if it is less than a half-kilogram, the weight shall be rounded up to the next kilogram.
4	For Billing: requesting copies of sample billing attachments for reference and kindly confirm that SSS agrees to weekly billing cycle.	<ul style="list-style-type: none"> The attached sample of billing statement (Annex A) and invoice (Annex B) are modifiable. The service provider may submit its own billing statement and invoice. Note that billing statement is a list of the invoices issued throughout the month/selected date range including payments made and due while invoice is far more detailed, itemizing the services rendered. <p>The service provider may submit statement of account/billing statement weekly but monthly billing is preferred. However, payment shall be made within one month after receipt of FOSSD of accurate statement of account/billing statement and complete supporting documents.</p>
5	Will we be allowed to request for increase in rates due to extraordinary increases in costs, government mandated increases, etc.?	Any request for price escalation shall be governed by Appendix 15 (Revised Guidelines for Contract Price Escalation) of the 2016 RIRR of RA 9184, and other applicable laws and

		subject to the approval of NEDA and GPPB Resolutions.
6	Instead of outright payment deduction, can SSS file a claim of penalties, damages, and losses?	<ul style="list-style-type: none"> • In case of claim for loss/damages, service provider shall pay within ten (10) calendar days upon receipt of notice/demand letter from SSS. • In case of claim for liquidated damages/penalties, SSS shall deduct it from the amount due or which may become due to the service provider.
7	Service Provider is required to provide desktop/ laptop for preparing airwaybills, as well as printer for airwaybill printing. Is manpower required to operate the equipment?	No, manpower is not required
8	On page 26 under Special Conditions of Contract Clause 6.9, Compliance with SS Law , the service provider shall report all its employees to SSS for coverage and their contributions, as well as all amortizations for salary/education/calamity and other SSS loans, shall be updated. Should service provider fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from service provider's receivables under this Agreement. Further, prescription does not run against SSS for its failure to demand SS contributions or payments from service provider. Moreover, service provider shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS. Are you requiring us to provide employee names or an attestation?	<ul style="list-style-type: none"> • No. There is no need to submit employee names or an attestation. <p>This is a standard provision in SSS contracts. This provision intends to ensure that all SSS' contracting parties adhere and are compliant to SSS Law.</p>
9	On page 27 under Special Conditions of Contract Clause 6.10, Compliance with Labor Laws , the service provider, as employer of the personnel assigned to undertake the project, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or	Please refer to the attached Annex C.

	contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices. It is agreed further, that prior to the release of any payment by SSS to service provider, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the project as well as benefits by law and other related labor legislation have been paid by service provider and that he/she assumed full responsibility thereof. We are requesting for a format copy of the required "Sworn Statement".	
10	On page 27 under Special Conditions of Contract Clause 6.11, Compliance with Tax Laws , the service provider shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by service provider to comply with the foregoing shall entitle SSS to suspend payment of the contract price. As required under Executive Order (EO) 398, s. 2005, service provider shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. Service provider, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. Service provider shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this agreement. How often do we need to present to SSS our Tax Clearance? Is this on per request basis?	Tax clearance of the service provider shall be presented to SSS at the beginning of every year within the duration of the contract.
11	Is it possible to extend the delivery lead time based on provider Manual? Also requesting to add processing days for crating as this will require application of fumigation certificate.	<ul style="list-style-type: none"> For amendment of SLR under Scope of Services no. 2.a to: Maximum delivery period of ten (10) working days from pick-up of cargoes and additional one (1) day when package needs to be crated prior to shipment.
12	What is the average value of your cargo shipments?	The average value of SSS international shipments for the last three years is USD71.29

13	Can we have volume/frequency of crated shipments per month or per year? What commodities does SSS send that require crating?	<ul style="list-style-type: none"> The following were crated during the last three years: <ul style="list-style-type: none"> In Y2019, three lightbooths In Y2021, three self-service express terminals <p>In Y2022, five self-service express terminals</p>
14	Requesting copy of the Excel File	The Bids and Awards Committee Secretariat Department (BACSD) will provide the bidder with an editable soft copy of the Bid Breakdown (Bid Form-02.1) in MS excel format upon purchase of bid documents.
15	Under BDS ITB Clause 12: The price of the Cargoes shall be quoted DDP to be delivered from SSS Main Office to Foreign Destinations or the applicable International Commercial Terms (INCOTERMS) for this Project. In this case, is it incorporated to the approved budget contract?	The service provider shall not collect customs duty and/or VAT from the receiver of SSS shipment in case the service provider opted not to exercise our customs privilege. All costs associated with bringing SSS shipment to its foreign destination are already incorporated in the approved budget for the contract.
16	By any change, may we request the detailed list of non-documents items to be delivered? As we need to consider this to our costing.	The non-document items SSS often send to foreign destinations are promotional materials, office equipment, and office supplies.
17	Under the Scope of Service No. 7: Provide durable packaging materials such as double-corrugated boxes of various sizes, packaging tape, plastic pouch without SSS logo. Can we provide our own existing materials?	Your company's own existing durable packaging materials such as plastic pouch, double-corrugated boxes of various sizes, packaging tape may be provided.
18	Under Subcontracting, may we know the level of subcontracting does your good office consider? We have sub-agents/ network internationally representing Airspeed is it considered to be subcontracting? We firmly believe that all aspects of logistic industries have sub-agents or networks that represent their main partner. However, service level of agreements are present and it is a guarantee that in good faith on the part to execute the work is in accordance with the contract.	<ul style="list-style-type: none"> Technically, Agents/Sub-agents/ International courier partners are not considered subcontractors but mere agents of the principal. Nonetheless, their performance is deemed the same performance of its principal.
19	May we request a soft copy of the bid breakdown or the rate sheet table?	The Bids and Awards Committee Secretariat Department (BACSD) will provide the bidder with an editable soft copy of the Bid Breakdown (Bid Form-02.1) in MS excel format upon purchase of bid documents.
20	And also, may we know the historical data for the value of cargoes?	The average value of SSS international shipments for the last three years is USD71.29
21	Under BDS ITB Clause 5.3: For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Cargo Forwarding Services from Philippines to Foreign 	<ul style="list-style-type: none"> For amendment of the term of contracts similar to the Project under Bid Data Sheet ITB Clause 5.3.a to:

	<p>Destinations with at least Three (3)-Year Contract.</p> <ul style="list-style-type: none"> o b. Completed within five (5) years prior to the deadline for the submission and receipt of bids. <p>We understand the purpose for the submission of a SINGLE LARGEST COMPLETED CONTRACT (SLCC) is to prove that the bidder is capable of performing the similar project with SSS. We agree it shall still be at least 50% of the ABC but can we remove that it should “be at least a 3-year contract”? Most of the contracts are 1 year or less specially in the Government. If the bidder can present an SLCC with an amount more than 50% of the ABC even if it is less than a year contract, that will actually prove a more capable bidder.</p>	<p>Cargo Forwarding Services from Philippines to Foreign Destinations with at least Six (6)-Month Contract.</p>
22	<p>We are requesting to add more days for the delivery period due to pandemic protocol.</p>	<ul style="list-style-type: none"> • For amendment of SLR under Scope of Services no. 2.a to: <p>Maximum delivery period of ten (10) working days from pick-up of cargoes and additional one (1) day when package needs to be crated prior to shipment.</p>
23	<p>May we request that pick-up be done the following day after booking?</p>	<ul style="list-style-type: none"> • Cargoes shall be picked-up within office hours of SSS Main Office and within the same day of booking made within cut-off period of service provider. <p>The service provider shall provide SSS with its cut-off period.</p>
24	<p>On page 27 under Special Conditions of Contract Clause 6.12, Liquidated Damages, if service provider fails to satisfactorily deliver any or all of the Cargoes and/or to perform the services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this agreement and under the applicable law, deduct from the contract price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this agreement, without prejudice to other courses of</p>	<ul style="list-style-type: none"> • In determining the amount of liquidated damages, the applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. • The cost of the unperformed portion refers to the freight cost of the delayed shipment. <p>The amount of liquidated damages will be charged against any money due or which may become due to the provider, or charged from the performance security posted by the provider, whichever is convenient to SSS.</p>

	action and remedies open to it. One tenth of the contract price will be charged as liquidated damages. May we request that liquidated damages be deducted from the freight cost per shipment instead of the contract price?	
25	May we request for a soft copy of the bid breakdown?	The Bids and Awards Committee Secretariat Department (BACSD) will provide the bidder with an editable soft copy of the Bid Breakdown (Bid Form-02.1) in MS excel format upon purchase of bid documents.