

**Bids and Awards Committee**

**REQUEST FOR QUOTATION (RFQ) No. 2020-SVP-060  
(RE-POSTING)**

The Securities and Exchange Commission (SEC), through its Bids and Awards Committee (BAC), will undertake an **Alternative Method of Procurement** for the item stated below, in accordance with **Section 53.9 Small Value Procurement** of the Revised Implementing Rules and Regulations of Republic Act No. 9184.

The SEC hereinafter referred to as “the Purchaser”, now requests submission of a price quotation for the subject below:

<b>SAPP-5 CY 2020</b>	<b>PR No.</b>	<b>Qty.</b>	<b>Description</b>	<b>Approved Budget for the Contract (ABC) inclusive of VAT</b>
Item No. H.E.43	202010160	1	Email / SMS Marketing Service for Securities and Exchange Commission (SEC) <i>Refer to Attachment 2 for Terms of Reference</i>	Php 600,000.00

Interested suppliers are required to submit the following documents:

1. Mayor's/Business Permit
2. PhilGEPS Registration Number
3. Income/Business Tax Return
4. Omnibus Sworn Statement, with duly notarized Secretary's Certificate for Corporation (Attachment 3)

SEC Condition of Sales:

1. Delivery Schedule: Ten (10) Calendar days from receipt of approved NTP
2. Validity: Sixty (60) calendar days from submission of bid
3. Delivery Site: OCS, 3/F Secretariat Building, PICC Complex, Pasay City

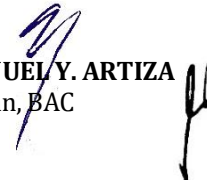
Award of contract shall be made to the bidder with the lowest quotation for the subject goods which complies with the minimum technical specifications and other terms and conditions stated herein.

Any alterations, erasures, or overwriting shall be valid only if they are signed or initialed by the bidder or his/her duly authorized representative.

Submission of duly signed Price Quotation Form (Attachment 1) and eligibility documents is not later than **10:00 A.M. of November 06, 2020** at the Procurement Division, 3rd Floor, Secretariat Building, PICC Complex, Pasay City. Open submission may be done manually or through Facsimile No. 8818-5330 or via email at bacsecretariat@sec.gov.ph

The penalty for late deliveries is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the contract price. Once the cumulative amount of liquidated damage reaches ten percent (10%) of the contract price, the procuring entity shall rescind the contract without prejudice to other courses of action and remedies open to it.

The SEC reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

  
**EMMANUEL Y. ARTIZA**  
Chairman, BAC

**PRICE QUOTATION FORM**

Date: \_\_\_\_\_

The Bids and Awards Committee  
 c/o Procurement Division  
 3<sup>rd</sup> Floor, Secretariat Building,  
 PICC Complex, Pasay City

Sir/Madam:

After having carefully read and accepted the terms and conditions in the Request for Quotation, hereunder is our price proposal for the items identified below:

Item No.	Article and Descriptions	Qty.	Unit price (Php)	Total Price, VAT Inclusive (Php)
	Email / SMS Marketing Service for Securities and Exchange Commission (SEC)  <i>Refer to attachment 2 for Terms and Reference</i>	1		
Total				

**AMOUNT IN WORDS:** \_\_\_\_\_ (VAT inclusive)

The above-quoted price is inclusive of all costs and applicable taxes

**AUTHORIZED REPRESENTATIVE:**

Signature : \_\_\_\_\_  
 Printed Name : \_\_\_\_\_  
 Date : \_\_\_\_\_  
 Company Name : \_\_\_\_\_  
 Contact no. : \_\_\_\_\_

## TERMS OF REFERENCE

### EMAIL MARKETING SERVICE FOR SECURITIES AND EXCHANGE COMMISSION

#### I. BACKGROUND

The SEC recognizes the need for digitization of advocacy and campaign programs to reach more audience. One of the primary projects of SEC CAN is the launch of "The New Sec", the SEC official newsletter which will provide latest information and development about the Commission. In order to massively and effectively distribute this to targeted audiences, a digital platform will be used.

With this, the Commission is seeking for an email marketing service provider which will help us raise more awareness and audience engagement through customized email programs.

#### II. OBJECTIVES

The procurement of Email Marketing Service for SEC aims:

- a) To promote citizen's awareness and understanding of the Commission
- b) To promote efficiency and effectiveness in the delivery of frontline services
- c) To promote transparency and accountability of government in operations and services
- d) To promote citizen awareness of the policymaking process
- e) To promote linkages between government agencies and other sectors

#### III. TECHNICAL SPECIFICATIONS/REQUIREMENTS

Email Marketing Service Provider should at least provide the following:

**..Segmentation:**

- Based on subscriber info (i.e. demographics, etc.)
- Based on behavior (i.e. opens, clicks, inactivity, bounced etc.)

**- Customization/Personalization:**

- Design of custom email templates: ability to easily create email templates Using HTML editor tool without assistance from vendor
- Custom web forms: enable to create custom web forms that send data directly into to email database. Enable to specify list where the data is sent i.e. newsletter sign up form
- Personalization: ability to customize images and content in email body and subject lines, based on specific subscribers info etc.;; offer unlimited personalization option from external database
- Landing pages: enable to create custom html and templates-based landing pages hosted by supplier (i.e. for upgrade emails, update profile emails) -

**-Administration:**

- o Umbrella account structure: Enable to create multiple accounts and share content and files across them. Provide top level access and overview to all accounts
- o Multiple user permissions, management of reply emails, dedicated IP address, dedicated domain name, multiple custom sender email address set up

**— Tracking & Reporting:**

- o Custom tracking: i.e. enable to track links
- o Conversion tracking: enable tracking and reporting of email conversion
- o Reporting: comprehensive real-time reporting of campaign performance by lists, and segments including key metrics such as open rates, click-through rates, conversion rates, unsubs bounces, social share etc.
- o Advanced reporting: reporting of list growth, of subscriber interaction by email type (i.e. e-newsletter vs. e-appeals), of inactive subscribers (from-to-date), of new subscribers (from-to-date), overtime subscribers engagement etc.

**— Data Management:**

- o List management: Enable to easily set up and manage email lists, allow to easily import and export email lists.
- o Automated bounce processing: Remove invalid email addresses from list automatically based on "smart bounce rules"
- o Automatic unsubscribe handling: enable automatic unsubscribe and multisubscription(i.e. unsubscribe form selected lists not from all)
- o Double opt-in/opt-out feature Database customization: enable to add directly from the system interface (without assistance from the vendor) unlimited database data and columns

**— Deliverability:**

- o Use of deliverability monitoring toots to ensure excellent deliverability to all major email services such as Yahoo, Gmail, Hotmail, etc.
- o Email scheduling: Supports one-shot and recurring email scheduling
- o Fast email delivery: Sends bulk email via fast, multi-threaded email delivery engine
- o Load balancing: Support high volume of email broadcast without risks of delays in the email and consequences on user experience.

**– Interface:**

- o User friendly and accessible interface compatible with major browser such as IE, Chrome and Firefox
- o Folder structure: enable to organize lists and content in lists

**— Unwavering Reliability:** Secure, reliable hosting with daily external backup

**— Innovation:** Ongoing platform development to meet new digital opportunities and promote Innovation

#### **IV. SCOPE OF WORK**

The service provider should at least offer the following services:

- Develop customized email marketing service based on the requirements of the Commission
- Provide advice and support on delivering successful email marketing campaigns
- Provide basic to advance training on how to use and customize the email marketing tool
- Provide 'best practice' guidelines and advice on analytics, subject line, email formatting, messaging, creative, etc.
- Provide advice on reactivation, conversion and other email marketing communication strategies to bust responses
- Assist offices on their email testing strategy
- Provide advice on successful email marketing campaigns strategy and best practice
- Provide and assist with the implementation of tracking and third parties integration where required
- Provide excellent global customer support
- Provide excellent online support and other materials such as Manuals and Guidelines

#### **V. APPROVED BUDGET FOR THE CONTRACT**

The allocated budget for the Email Marketing Service is Six Hundred Thousand Pesos (P600,000.00) inclusive of all applicable taxes, commissions, bank charges, and other fees as may be incurred in the process.

The Commission will be getting the lowest price per email sent, that is the one that can give us the most number of email credits given our budget.

#### **VI. PROJECT DURATION**

The duration of the email marketing service for SEC is twelve (12) months subject to validity extension.

#### **VII. PAYMENT SCHEDULE**

Payment for operation and support will be on a monthly basis

**Omnibus Sworn Statement (Revised)**  
*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
 CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

*[If a sole proprietorship:]* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

*[If a partnership, corporation, cooperative, or joint venture:]* I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

*[If a sole proprietorship:]* As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

*[If a partnership, corporation, cooperative, or joint venture:]* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

