

REQUEST FOR PROPOSAL

Subscription of Media Monitoring Services for CY 2024

P.R. No./Date Received: 2024-EPA-0016 / 25 October 2023

RFQ/P No. / Date: 2024-EPA-0019 / 23 November 2023

The Philippine Competition Commission invites all eligible and PhilGEPS-registered suppliers, contractors and consultants to quote the best offer for the described item in the attached **Terms of Reference** subject to the Terms and Conditions and within the **Approved Budget for the Contract**.

Required Documents/Information to be submitted as Attachments to the Quotation/Proposal:

- Mayor's/Business Permit / BIR Certificate of Registration in case of individual.
- PhilGEPS Registration Number
- Latest Income/Business Tax Return
- Omnibus Sworn Statement (to be notarized and submitted prior to award)
- Signed Terms of Reference
- Signed Request for Proposal

This pro-forma quotation may be submitted through **registered** or **electronic mail** to the PCC Bids and Awards Committee (PBAC) Secretariat at above address or email to procurement@phcc.gov.ph or mhjavier@phcc.gov.ph on or before **29 November 2023, 12:00 NN** subject to the following *Terms and Conditions*:

1. All entries shall be typed or written in a clear legible manner.
2. No alternate quotation/offer is allowed, suppliers who submitted more than one quotation shall be automatically disqualified.
3. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document. Alternative bids shall be rejected.
4. Price quotations to be denominated in Philippine Peso shall include all applicable government taxes subject to (BIR 2306) 5% R-VAT and (BIR 2307) 1% (PO) or 2% (JO) deductions.
5. PCC PBAC Technical Working Group may require you to submit documents that will prove your legal, financial and technical capability to undertake this contract.
6. Salient provisions of the IRR of RA 9184: Section 68 - Liquidated Damages and Section 69 - Imposition of Administrative Penalties shall be observed.
7. PCC reserves the right to reject any and all quotations, declare a failure, or not award the contract pursuant to Sec 41 of the same IRR.
8. In case of tie quotations, suppliers' presence are required during tie breaking through draw lots or toss coin.
9. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed **Terms of Reference**
10. Please note that the award of the procurement is on a **per lot basis**.

Very truly yours,


ATTY. JOSEPH MELVIN B. BASAS
 PBAC Chairperson

| Item | QTY | Unit Cost | Total Amount | Project Title | Unit Cost | Total Amount |
|-------------------------------|-----|--------------|---------------------|---|------------------------------------|--------------|
| | | | | | (To be filled-out by the supplier) | |
| 1 | 1 | ₱ 720,000.00 | ₱ 720,000.00 | Subscription of Media Monitoring Services for CY 2024 | | |
| | | | | (Please see attached Terms of Reference) | | |
| Total ABC | | | ₱ 720,000.00 | TOTAL Amount (Per Lot Purchase): | | |
| Delivery Instructions: | | | | (Please see attached Terms of Reference) | | |

(Please provide **complete** information below)

We undertake, if our Proposal is accepted, to supply/deliver the goods in accordance with the specifications and/or delivery schedule.

We agree to abide by this proposal for the price validity period specified in the terms and conditions and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Purchase/Job Order or a Contract is prepared and executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

Signature over Printed Name : _____

Designation/Position : _____

Name of Company : _____

Address : _____

Telephone / Fax : _____

E-mail Address: _____

Company Tax Identification Number : _____



TERMS OF REFERENCE

SUBSCRIPTION TO MEDIA MONITORING SERVICES FOR CY 2024

BACKGROUND AND RATIONALE

The Philippine Competition Commission (PCC) is mandated to enforce the Philippine Competition Act (PCA), which prohibits anti-competitive agreements, abuses of dominance, and anti-competitive mergers and acquisitions.

To guard against these anti-competitive business activities, Section 12 of the PCA requires the PCC to monitor and analyze the practice of competition in Philippine markets. Regular and timely monitoring of corporate and economic news is a cost-efficient and effective way of pursuing this market surveillance mandate, thus helping alert the Commission to possible violations of the country's competition law.

Monitoring business and economic news also provides important feedback that can help PCC anticipate and address in a timely manner the risks and opportunities that arise in the agency's operating environment. In so doing, the Commission can better calibrate how it enforces the law and how it can foster a culture of competition.

The explosion in digitalization and social media, however, has multiplied the possible sources of useful information and news, not to mention the speed with which this information spreads and transforms. This requires having to devote personnel and time that are better used in addressing the risks and opportunities that this fast-evolving situation gives rise to.

The PCC, with limited personnel and technical expertise, has no capability to undertake in-house a comprehensive sweep on a daily basis of all relevant media platforms for the above purposes.

In light of the above, the subscription to a third-party media monitoring service is aimed at putting in place a mechanism to capture in a timely fashion any information that will support PCC in the fulfillment of its mandates. Specifically, the subscription will help accomplish the following:

- 1) Gather any relevant corporate and economic news that can inform the agency's investigation of anti-competitive mergers and other business practices;
- 2) Measure the effectiveness of PCC's communications efforts, which include initiatives vis-a-vis mainstream media (i.e., press releases, media interviews, etc.), PCC website posts and PCC social media posts; and
- 3) Provide information on how the public, through mainstream and social media, perceives the PCC and the work it does, which feedback will be used in improving the agency's advocacy work.

SCOPE OF SERVICES AND PARTIES' RESPONSIBILITIES

The procurement is for the subscription to quad-media monitoring services for CY 2024. The news and digital media monitoring service shall provide comprehensive news alerts and relevant analysis in a timely manner to the PCC, which the agency can act upon accordingly.

RESPONSIBILITIES OF THE PCC

1. **KEYWORDS**—The PCC’s Communications and Knowledge Management Office-Public Affairs and Research Division (CKMO-PARD) will provide a list of keywords relevant to the needs, tasks, and operations of the various units of the Commission. This list may be updated at least once a quarter, or more frequently where needed.
2. **COORDINATION**—CKMO-PARD will supervise the service provider for the duration of the Contract. It will coordinate and meet, if necessary, with the service provider on any concerns and/or results of the monitoring and reports.
3. **PAYMENT**—CKMO-PARD will process the payment to the service provider based on the deliverables, requirements, and agreements presented in this ToR, following the guidelines and policies on government budgeting, accounting, and auditing.

CKMO-PARD will designate project focal/s who will be responsible for review, coordination and/or endorsement of the outputs of media monitoring and in processing the request for payment.

RESPONSIBILITIES OF THE SERVICE PROVIDER

DELIVERABLES. Service outputs/deliverables shall be submitted in a manner as agreed by the service provider and PCC. The following are the expected deliverables from the media monitoring service provider:

| Particulars of Deliverables | Quantity / Frequency |
|---|-------------------------|
| <p>1) MULTIMEDIA NEWS MONITORING. Provide news monitoring services that cover the following platforms, at the minimum:</p> <p style="padding-left: 40px;">BROADSHEETS AND COMPACT NEWS</p> <ul style="list-style-type: none"> a. Philippine Daily Inquirer b. Philippine Star c. Manila Bulletin d. BusinessWorld e. BusinessMirror f. The Manila Times g. Manila Standard h. Malaya Business Insight i. Daily Tribune j. Journal Group k. Abante l. Major provincial newspapers (Sun.Star, etc.) <p style="padding-left: 40px;">TELEVISION (both free TV and cable TV)</p> <ul style="list-style-type: none"> a. ABS-CBN News Channel (ANC) b. GMA Network c. TV5/One News d. CNN Philippines e. TeleRadyo Serbisyo (Formerly DZMM TeleRadyo) f. DZBB Super Radyo g. DZRH TV h. PTV4/PNA i. UNTV | <p>365 days / Daily</p> |

| Particulars of Deliverables | Quantity / Frequency |
|---|----------------------|
| <p>j. Net25 k. SMNI</p> <p>RADIO</p> <p>a. DWPM Radyo 630 b. DZBB c. DZRH d. DZRB / Radyo Pilipinas e. DWIZ f. DZXL (RMN) g. DZIQ (Radyo Inquirer) h. DZEC (Radyo Agila) i. DZRJ</p> <p>ONLINE NEWS – Includes local/provincial and national publications/networks that have online versions and stand-alone online news. The service provider may suggest other regional and provincial media to include in the issues analysis. The list includes:</p> <p>a. ABS-CBN News Online b. GMA News Online c. Inquirer.net d. Philstar.com e. MB.com.ph (Manila Bulletin) f. InterAksyon g. Rappler.com h. BusinessWorld Online i. businessmirror.com.ph j. CNN Philippines k. Philippine News Agency l. sunstar.com.ph (in the provinces) m. Summit Media n. Journal Group o. Abante p. Bilyonaryo.com (Business blog)</p> <p>SOCIAL MEDIA – Includes mentions, tags, links, hashtags, comments, word clouds/trees and other expressions related to PCC in the following social media sites, at the minimum (other platforms may be recommended by PCC):</p> <p>a. Facebook b. Twitter c. YouTube</p> <p>PSE EDGE (https://edge.pse.com.ph/) – Includes material information disclosed by publicly-listed companies relating to mergers, acquisitions, joint ventures, and other relevant information determined by PCC.</p> <p>OTHER WEBSITES, NETWORKS AND STATIONS THAT MAY BE IDENTIFIED BY PCC</p> | |

| Particulars of Deliverables | Quantity / Frequency |
|---|-------------------------|
| <p>2) DAILY DELIVERY OF NEWS. Deliver daily news alerts, including weekends and holidays, submitted electronically in a customized format not later than 8:00 AM on weekdays and not later than 12:00 noon for weekends and holidays.</p> <ul style="list-style-type: none"> • BREAKING NEWS. In the event that any case-related news or important, extraordinary or emergency situations affecting PCC or any of its officials, as determined by CKMO-PARD, arises after the daily news alert had been sent at 8:00 AM, the service provider must send a special alert to PCC as soon as possible. <i>Case-related news refers to news items that mention PCC and its investigation into covered entities or adjudication of competition cases.</i> | <p>365 days / Daily</p> |
| <p>3) FORMAT. Submission of daily news alerts should include the following information, at the minimum:</p> <ol style="list-style-type: none"> Title of article/broadcast segment/program Name of publication/media network Name of reporter/writer/newsreader Summary of news stories News stories grouped according to pre-determined categories [For online] Clipping with original sources/links [For print] Clippings with complete details [For broadcast] Timecode of PCC-related or competition-related mentions. <p>When an article is clicked, it should contain the following:</p> <p>PRINT—1) title of article, 2) body of article, 3) name of news agency, 4) section in the newspaper, 5) name of reporter or columnist (if applicable), 6) date of publication, 7) page number, 8) media value, and 8) tonal assignment (positive/negative for news under the PCC category only).</p> <p>ONLINE—1) title of article, 2) body of article, 3) name of news agency, 4) name of reporter, 5) date of publication, 6) section on the website, 7) media value, 8) tonal assignment (positive/negative)</p> <p>RADIO—1) name of radio station, 2) name of host/interviewer, 3) name of show/program (if applicable) 4) time and date of the show, 5) name of interviewee, 6) subject of the interview or talk show or segment, 7) media value, 8) tonal assignment (positive/negative)</p> <p>TELEVISION—1) name of network/station, 2) name of program or show, 3) date of show, 4) name of host/interviewer, 5) name of interviewee, 6) subject of interview or conversation, 7) media value, 8) tonal assignment (positive/negative).</p> | <p>365 days / Daily</p> |

| Particulars of Deliverables | Quantity / Frequency |
|---|------------------------------------|
| <p>4) MONITORING OF BUSINESS TRANSACTIONS VIA PSE EDGE. Provide daily news alerts (except weekends) containing a list of material information disclosed by publicly-listed companies through the Philippine Stock Exchange (PSE) Edge Portal - relating to mergers, acquisitions, joint ventures, and other relevant information to be determined by PCC.</p> | Every Monday to Friday |
| <p>5) DATABASE ACCESS. Access to an online database system for daily monitored news. The database should make available all the information required, as stated in the scope of works of this ToR.</p> <p>The following features must also be available:</p> <ul style="list-style-type: none"> a. Downloadable clips b. Printable content c. Downloadable and printable results and statistics on news monitored | At least five (5) slots / accounts |
| <p>6) SUBMISSION OF MONTHLY REPORT. Submit to the PCC, within 10 working days after each month-end, a monthly report containing comprehensive analysis and insight on media mileage and perception in the following:</p> <ul style="list-style-type: none"> a. Traditional media channels including print, online, and broadcast (TV and radio), at the minimum; and b. Social media platforms including Facebook, YouTube and X, at the minimum. <p><i>Submission of Monthly Report should be within 10 working days after each month-end. For example, monthly report for January 2024 should be submitted on or before February 14, 2024.</i></p> | Once a Month |
| <p>7) ACCESS TO SOCIAL MEDIA TRACKING/LISTENING TOOL. Track social media platforms identified under Multimedia News Monitoring (see deliverable #1) for information and general feedback that are related to PCC and incorporate findings and analysis in Monthly Report (see deliverable #6)</p> <p><i>Access, search functions, and information generated in using the social media tracking/listening tool shall be determined by CKMO-PARD and shall be provided by the service provider accordingly based on existing and allowed privacy regulations.</i></p> | Once a Month or as necessary |

COORDINATION

The service provider shall appoint a representative/s or account executive/s for PCC and said focal shall be available for consultation/coordination, both face-to-face and online.

DURATION

Media monitoring service through the abovementioned deliverables shall be provided by the service provider for the period January 1, 2024 to December 31, 2024.

CONFIDENTIALITY OF DATA AND INFORMATION

The members of the service provider assigned to the PCC and staff members handling the keywords shall be subjected to strict rules on confidentiality and must sign a Non-Disclosure Agreement (NDA) with provisions signifying perpetual confidentiality, confidential disclosure, proprietary information, or secrecy. Fines and penalties shall be applied to the service provider and representatives involved for violations thereof.

PENALTY FOR MISSED DELIVERABLES

- **MISSED ARTICLE/CLIPPING.** In the event that the service provider fails to include a published article or broadcast clipping that has been flagged by PCC, an amount, as provided in the conditions of Contract, equal to at least one tenth (1/10) of daily price equivalent of the monthly rate, imposed on a per article per day basis, shall be deducted from the payment due for that month. The service provider should include the missed news or broadcast clipping/s in the next news alert at 8:00 AM for weekdays and 12:00 noon for weekends and holidays, barring which, the aforementioned penalty shall continue to be imposed until the missed articles are included in the news alert.
- **LATE NEWS ALERTS.** In the event the service provider sends the alert later than the stipulated time, as indicated in Daily Delivery of News (see deliverable #2), an amount, as provided in the conditions of Contract, equal to at least one tenth (1/10) of daily price equivalent of the monthly rate shall be deducted from the payment due for that month.
- **LATE MONTHLY REPORT.** In the event the service provider fails to send the monthly report within 10 working days after each month-end, an amount, as provided in the conditions of Contract, equal to at least one tenth (1/10) of daily price equivalent of the monthly rate for each day of delay shall be deducted from the payment due for that month until the report has been submitted.

MODE OF PROCUREMENT

The mode of procurement shall be through Negotiated Procurement - Small Value Procurement provided under the Revised Implementing Rules and Regulations of Republic Act No. 9184.

APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) is Seven Hundred Twenty Thousand Pesos (PhP 720,000.00), inclusive of all applicable government taxes and service charges. The final contract cost shall be calculated proportionally from receipt of Job Order (Contract) up to December 31, 2024.

MODE OF PAYMENT


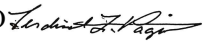
Payments to the service provider shall be made on a monthly basis. All payments shall be endorsed by the CKMO, supported by an original signed statement of account or billing statement, the issuance of a Certificate of Satisfactory Service Rendered for the deliverables required for each month, and payment to the Service Provider shall be released upon PCC's review and acceptance of the deliverables and requirements identified in this Terms of Reference.

DISPUTE RESOLUTION

Should there be any dispute related to the Contract and/or rights of the PCC and the Service Provider (collectively as "Parties"), the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts.

Any amendment or additional terms and conditions to the Contract must be in writing, signed and acknowledged by the Parties.


ARNOLD ROY D. TENORIO
OIC-Director IV, CKMO 

CONFORME:

Name and Signature of Authorized Representative

Designation

Name of Company

Date