

CONTRACT AGREEMENT
CONSULTING SERVICES
FOR WEB-BASED QUAD-MEDIA MONITORING

This **CONTRACT** is executed between:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its Senior Vice President for Corporate Services Group, **ARREY A. PEREZ**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 17 December 2021, a copy of which is hereto attached as **Annex "A"**, hereinafter referred to as "**BCDA**";

- and -

MEDIA METER INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 3rd Floor, M&J Building, 121 Don A. Roces, Ave., Brgy. Laging Handa, Quezon City, Metro Manila, represented herein by its Managing Director, **BRIAN JOHN V. HERRERA**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 29 November 2021, a copy of which is attached hereto as **Annex "B"**, hereinafter referred to as the "**CONSULTANT**".

ANTECEDENTS:

BCDA is desirous that the Consultant execute the Contract for Consulting Services for Web-Based Quad Media Monitoring (hereinafter called "the Consulting Services) and Media Meter, Inc. has accepted the bid for Web-based Quad-Media Monitoring Services for Pesos: **Four Hundred Eighty-Six Thousand Pesos and 00/100 (Php486,000.00)** inclusive of all applicable government taxes and fees for the execution and completion of such Consulting Services and the remedying of any defects therein.

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ACCORDINGLY, the Parties agree as follows:

1. All words and expressions shall have the same meaning as are respectively assigned to them in the conditions of this Contract and all documents deemed part of it, unless the context of the use of the words and expressions require otherwise
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference;
 - (c) Request for Quotations/Proposals;
 - (d) Addenda and/or Supplemental/Bid Bulletin, if any;
 - (e) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g. bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (f) Eligibility requirements, documents and/or statements;
 - (g) Performance Security;
 - (h) Notice of Award of Contract and the Bidder's conforme thereto;
 - (i) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with BCDA to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. BCDA hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price in the amount of Pesos: Four Hundred Eighty-Six Thousand Pesos and 00/100 (Php486,000.00).
5. The Consultant shall strictly adhere to the Terms of Reference, General and Special Conditions of the Contract, as well as other documents which form part of this Contract, to ensure that all the requirements, terms and conditions imposed herein are duly complied with.
6. Failure of BCDA to insist upon a strict performance of any of the terms and conditions of this Contract shall not be deemed as relinquishment or waiver of any rights or remedy that BCDA



might have against the Consultant for any breach or default of the terms and conditions of the Contract. No waiver of any rights under this Contract shall be deemed to have been made, unless expressed in writing and signed by the waiving party.

7. Amendments to this Contract may only be made by mutual written agreement of the parties subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations or directives shall form part of this Contract.

8. If any term or provisions of this Contract or application thereof, to any extent, be invalid or unenforceable, the remainder of this Contract shall remain in full force and effect.

9. This Contract may be terminated by the parties in accordance with the provisions under the 2016 Revised Implementing Rules and Regulations of R.A. 9184, and GPPB Guidelines and Issuances.

10. This Contract shall be effective for one (1) year from the date stated in the Notice to Proceed ("Effective Date"). (Please refer to Item 22 of the SCC)

11. The Parties agree that any and all actions or suits arising out of or relating to this Contract shall be filed exclusively in the proper courts of Taguig City, to the exclusion of all other courts.

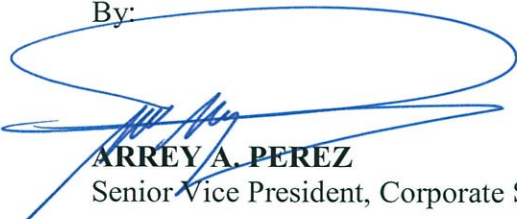
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first before written.

**BASES CONVERSION AND
DEVELOPMENT AUTHORITY**

MEDIA METER INC.

By:


By:


ARREY A. PEREZ
Senior Vice President, Corporate Services Group


BRIAN JOHN V. HERRERA
Managing Director
DEC 29 2021

Signed in the Presence of:


LEILANI BARLONGAY-MACASAET
Vice President, Public Affairs Department


AILEEN C. PULANCO
Client Success Manager
DEC 29 2021

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ACKNOWLEDGMENT

Republic of the Philippines)
QUEZON CITY S.S.

BEFORE ME a Notary Public for and in QUEZON CITY, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
ARREY A. PEREZ		
BRIAN JOHN V. HERRERA	Passport -	

who are personally known to me and who represented to me that they are the same persons who signed and executed the foregoing Consulting Services Contract and acknowledged to me that the same is their free and voluntary act and deed, as well as of the entities herein represented.

I further certify that said Consulting Services Contract consists of _____ () pages including the page whereon this Acknowledgment is written and signed by the above-mentioned individuals and their witnesses.

SIGNED AND SEALED on JAN 04 2022 in Taguig QUEZON CITY, Metro Manila, Philippines.

Doc No. 196 ;
Page No. 40 ;
Book No. 267 ;
Series of 2022

ATTY. JASON G. DE BELEN
Roll No. 38259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBPAR No. 34918187; QC 1-4-2021
PTR No. 0594467; QC 1-4-2021
MCLE VH-0022012; 4-14-22

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SECRETARY'S CERTIFICATE

Republic of the Philippines)
Taguig City) SS.

I, **GISELA Z. KALALO**, of legal age, being the Corporate Secretary of the Bases Conversion and Development Authority (BCDA), with office address at the 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, do hereby certify that on the occasion of the 600th Regular BCDA Board Meeting held on 01 December 2021, with a quorum being present, the Board of Directors, upon motion duly seconded, unanimously approved the following resolution:

Resolution No. 2021-12-153

Resolve, as it is hereby resolved, that in view of the appointment of the Executive Vice President and Chief Operating Officer (EVP and COO) as Chairperson of the Bids and Awards Committee for Consultancy (BAC-C), the authority of the Officer in-Charge, Office of the President and Chief Executive Officer (OIC-OPCEO), or in his absence, the Senior Vice President for Corporate Services Group (SVP-CSG), pursuant to Section 37 of the BCDA Manual of Approval, to sign and approve the following documents enumerated under Section 178 of the BCDA Manual of Approval, specifically in relation to the procurement of Consulting Services provided under Republic Act (RA) 9184 and its revised (IRR) Implementing Rules and Regulations, and with an Approved Budget for the Contract (ABC) of Php10 Million and below be, as it is hereby APPROVED.

- Authority to procure
- Approved Budget for the Contract
- Terms of Reference
- Award of Contract
- BAC resolution on the ranking of shortlisted bidder/s and declaration of Highest Rated Bid (HRB) or Single Rated Bid (SRB) and Highest Rated and Responsive Bid (HRRB) or Single Rated and Responsive Bid (SRRB)
- BAC resolution on the failure of bidding and rebidding, authority to enter into negotiated procurement, use of alternative methods of procurement and delegation of authority to the concerned end-user
- Contract
- Cancellation/termination of procurement, award or contract
- Variation Order (Php10 million and below for Consulting Services).

Resolve further, as it is hereby further resolved, that the OIC-PCEO or the SVP-CSG, as the case may be, shall exercise the aforementioned mentioned authority until a new BAC-C Chairperson is appointed by the Board in compliance with the requirements of RA 9184.

Resolve finally, as it is hereby finally resolved, that once a new BAC-C Chairperson is appointed by the Board, the EVP and COO shall resume and continue to exercise the aforementioned authority in accordance with the BCDA Manual of Approval.


IN WITNESS WHEREOF, I have hereunto affixed my signature this 17th day of December 2021.


GISELA Z. KALALO
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 17 day of December 2021 at _____, Philippines, by Atty. GISELA Z. KALALO who exhibited to me her Passport No. P6042520B, issued at the DFA Manila on 05 January 2021 and valid until 04 January 2031.

Doc. No. 164
Page No. 34
Book No. 41
Series of 2021.

Purpose: Annex for Quad-Media Bidding
SC2021-190
YB2021-0409


ATTY. EDUARDO P. BARO
Notary Public for Taguig, Roll No. 167
Commission No. 3 Until December 31, 2024
PTR No. 4578428/01.04.21/Mandaluyong City
IBP Lifetime Member No. 013895/06.02.15/MS
MCLE Compliance No. VI-00017875/04.14.21
3/F Bonifacio Technology Center 31st St.
Corner 2nd Avenue Crescent Park W
Global City Taguig City, Philippines



Republic of the Philippines)
QUEZON CITY City) S.S

SECRETARY'S CERTIFICATE

I, Brian John V. Herrera, of legal age, Filipino and with office address 121 Don A Roces Ave., Barangay Laging Handa, Quezon City 1103, after having duty sworn to incorporate with law, hereby certifies:

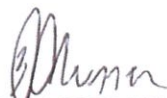
1. That I am the corporate Secretary of Media Meter Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 121 Don A Roces Ave., Barangay Laging Handa, Quezon City 1103.
2. That at the Regular Meeting of the Board of Directors of the Corporation held on May 3, 2021 at which meeting quorum was present and acting throughout, the following resolutions were approved and passed:

“RESOLVED, that Corporation’s Managing Director, Mr. Brian John V. Herrera be and he, hereby, granted authority, to transact, business for and on behalf of the Corporation, under such terms and conditions most beneficial to the corporation and to sign, execute, and deliver documents as may be necessary and proper to fully implement this authorization”

“RESOLVED. FINALLY, that this resolution be furnished to the persons, corporations and entities concerned”

NOV 29 2021

IN WITNESS WHEREOFF, I have hereunto set my hand this _____ day of _____ at QUEZON CITY.


BRIAN JOHN V. HERRERA
CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me this NOV 29 2021 day of _____ by affiant who exhibited to me his/her Community Tax Certification/Passport Number P0790129B issued at DFA NCR Northeast on February 22, 2019

ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBPAR No. 34918187; QC 1-4-2021
PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22

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Page No. 43
Book No. 2103
Series of. 2021