

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 the Officer-in-Charge of the Office of the Executive Vice President, **ATTY. GISELA Z. KALALO**, who is duly authorized for this purpose under Item 178 of the Revised Manual of Approval dated 22 November 2017, 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 3/F M&J Building, Don A. Roces Ave., Brgy. Laging Handa, Quezon City, Metro Manila represented herein by its Managing Director, **MR. BRIAN JOHN V. HERRERA**, who is duly authorized for this purpose as evidenced by a Secretary's Certificate dated 24 November 2022, 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 (Php 486,000.00)** inclusive of all applicable government taxes and fees for the execution and completion of such Consulting Services and the remedying of any defects therein.

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 BCDA 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 and 00/100 (Php 486,000.00)
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.

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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.

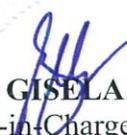
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first before written.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

MEDIA METER, INC.

By:

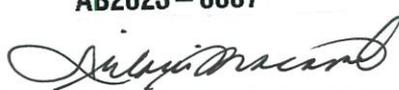
By:


ATTY. GISELA Z. KALALO
 Officer-in-Charge,
 Office of the Executive Vice President


BRIAN JOHN V. HERRERA
 Managing Director



Signed in the Presence of:


LEILANI BARLONGAY-MACASAET
 Vice President, Public Affairs Department


AILEENE C. PULANCO
 Client Success Manager

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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
ATTY. GISELA Z. KALALO		
BRIAN JOHN V. HERRERA		

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 10 2023 in QUEZON CITY Metro Manila, Philippines.

Doc No. 299 ;
Page No. 01 ;
Book No. XA ;
Series of 2023.

Eliseo S. Calma, Jr.
ATTY. ELISEO S. CALMA, JR.
 Notary Public for Quezon City Until Dec. 31, 2023
 Roll No. 50183
 PTR No. 4007172D, 01/03/2023, Q.C.
 IBP No. 257225, Jan. 01, 2023
 MCLE Comp. No. VII-0006924 / until April 14, 2025
 ADM Matter No. NP-067 / (2022-2023)
 20 Kamagong St., Sapamanai Village
 East Fairview, Quezon City
 TIN: 138-541-197-000

[Handwritten signatures]