

## CONTRACT AGREEMENT

*For the Formulation of a Proposed Framework and Quantitative Tool for the Conduct of Macroeconomic Analysis with Cost Benefit Analysis to Determine the Economic Impact of Investment Incentives on the Philippine Economy*

---

**THIS AGREEMENT** made this AUG 10 2018 day of \_\_\_\_\_ in Pasig City, Philippines, by and between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY (NEDA)** with address at NEDA-sa-Pasig Bldg., No. 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **ROSEMARIE G. EDILLON**, and hereinafter referred to as the “**Procuring Entity**”;

- and -

**PACIFIC RIM INNOVATION & MANAGEMENT EXPONENTS, INC.** with address at 2502 Manila Luxury Condominium, 30 Pearl Drive, Ortigas Center, Pasig City, herein represented by its President, **ELVIRA C. ABLAZA**, and hereinafter referred to as the “**Consultant**”;

**WHEREAS**, upon the invitation of the **Procuring Entity**, the **Consultant** submitted proposal/bid for the Procurement of Consulting Services for the Formulation of a Proposed Framework and Quantitative Tool for the Conduct of Macroeconomic Analysis with Cost Benefit Analysis to Determine the Economic Impact of Investment Incentives on the Philippine Economy in the sum of **Six Million Six Hundred Seventy-Two Thousand Nine Hundred Ninety-Six Pesos and 80/100 (PHP6,672,996.80)**, inclusive of all applicable government taxes and charges, professional fees, and other incidental and administrative costs, hereinafter referred to as the “**Contract Price**”;

**WHEREAS**, the **Procuring Entity** subsequently accepted the proposal/bid of the **Consultant** pursuant to the NEDA Bids and Awards Committee for Consulting Services (NBAC-CS) Resolution No. 72-2018 approved on 25 July 2018.

**NOW THEREFORE**, the **Procuring Entity** and the **Consultant** have agreed on the following terms and conditions:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Contract, to wit:
  - (a) Bidding Documents, consisting of:
    - i. Request for Expression of Interest;
    - ii. Instructions to Proponents/Bidders;
    - iii. Proposal/Bid Data Sheet;
    - iv. General and Special Conditions of Contract; and
    - v. Terms of Reference;

- (b) Proposal/Bid forms, including all the documents/statements contained in the Proponent's/Bidder's proposal/bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., proponent's/bidder's response to request for clarifications on the proposal/bid), including corrections to the proposal/bid, if any, resulting from the Procuring Entity's proposal/bid evaluation;
- (c) Bid Bulletin Nos. 1, 2, and 3 issued on 03 May 2018, 04 May 2018, and 04 June 2018, respectively;
- (d) Eligibility requirements, documents and/or statements;
- (e) Performance Security (Policy/Bond No. G(13)A001024782);
- (f) NBAC-CS Resolution Nos. 06-2018, 07-2018, 15-2018, 28-2018, 58-2018, and 72-2018;
- (g) Highlights of the Negotiation Meeting held on 13 July 2018;
- (h) Abstract of Bids;
- (i) Notice of Award with the Consultant's *conforme* thereto;
- (j) Notice to Proceed;
- (k) Addendum and/or Supplement to the Contract, if any; and
- (l) Other contract documents that may be required by existing laws and/or the Procuring Entity.

3. The **Consultant** shall deliver to the **Procuring Entity** the following outputs in the form and number as well as within the timeline indicated herein:

Deliverables/Outputs	Timeline
<b>Inception Report</b> (three (3) hard copies with electronic copy), which includes among others, the work plan which identifies the framework and estimation tool	Within one (1) month from the date of receipt of the Notice to Proceed (NTP)
<b>Interim report</b> (three (3) hard copies with electronic copy) which includes the framework, identified indicators, estimation tool	Within three (3) months from the date of receipt of the NTP
Software/System for web-based interface for on-line submission and user guide	Commencing from the 3rd month following the identification of data needed up to the 6 <sup>th</sup> month
<b>Draft final report</b> (including manual, and initial results) (three (3) hard copies with electronic copy) which takes into consideration comments from NEDA	Within four (4) months from the date of receipt of NTP
<b>Workshop training report on the framework and estimation tool</b>	Within five (5) months from date of receipt of the NTP Workshop training schedule and venue shall be as agreed with TSIS
<b>Revised Final Report and Manual</b> (three (3) hard copies with electronic copy) which takes into account -comments/suggestions from the NEDA and relevant stakeholders. The required manual, shall be submitted with the report which shall include detailed procedures for the use of the application/program as well as tool specifics	Within six (6) months from date of receipt of the NTP
<b>Monthly Progress Reports</b>	Within one (1) week at the end of each month

4. The **Consultant** shall use the General Algebraic Modeling System (GAMS) for the estimation of the costs and benefits of the tax incentives by sector and by other parameters (e.g., locations) as well as on their impact on the economy.
5. In consideration of the payments to be made by the **Procuring Entity** to the **Consultant**, the **Consultant** hereby covenants to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Contract in all respects.
6. The **Procuring Entity** hereby covenants to pay the **Consultant** in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
7. The monthly progress report shall be the basis for payment of reimbursable items. Billing for the reimbursable items may be requested not more than once a month based on the actual expenses incurred and supported by official receipts/documents. In the absence of official receipts/documents when claiming for reimbursable costs, the Consultant shall submit a certification of actual disbursements made under oath.
8. Billing for non-reimbursable items/remuneration, shall be in accordance with the following delivery schedule:

Particulars	Payment Allocation and Amount
Upon acceptance of Inception Report	15%
Upon acceptance of Interim Report	35%
Upon acceptance of Draft Final Report (including manual, and initial results) (three (3) hard copies with electronic copy) which takes into consideration comments from NEDA	35%
Upon acceptance of Revised Final Report and Manual	15%
<b>TOTAL</b>	<b>100%</b>

9. The Consulting Services shall be completed within six (6) months spread over seven (7) months commencing from the date of receipt of the **Consultant** of the NTP.
10. This Contract shall not create an employer-employee relationship between the **Procuring Entity** and the **Consultant** nor shall the services rendered herein be considered as government service. The **Consultant** shall not be entitled to benefits enjoyed by the regular personnel of the government.
11. Any amendment to this Contract shall be made in writing signed by the **Procuring Entity** and the **Consultant**.



## ACKNOWLEDGMENT

Republic of the Philippines)  
**PASIG CITY**) S.S.

Before me this \_\_\_\_\_ day of **AUG 10 2018** in **PASIG CITY**,  
personally appeared:

Name	Government Issued Identification Document	Date and Place Issued
<b>ROSEMARIE G. EDILLON</b> In her capacity as Undersecretary NEDA National Development Office I – Policy and Planning NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Passport No. S0013334A	21 Sep 2017 DFA Manila
<b>ELVIRA C. ABLAZA</b> In her capacity as President Pacific Rim Innovation & Management Exponents, Inc. 2502 Manila Luxury Condominium 30 Pearl Drive, Ortigas Center Pasig City	Passport No. P3364715A	09 Jun 2017 DFA NCR East

all known to me and to me known to be the same persons who executed the foregoing instrument consisting of five (5) pages including this page, together with the documents deemed and construed part of this Contract, on which this acknowledgment is written, duly signed by their instrumental witnesses, and they acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

**WITNESS MY HAND** on the date and place first hereinabove stated.

Doc. No. 39  
Page No. 68  
Book No. 19  
Series of 2018.

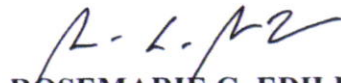
**GAUDENCIO A. BARBOZA, JR.**  
NOTARY PUBLIC  
Cities of Pasig, San Juan and  
In the Municipality of Pateras, Metro Manila  
Until December 31, 2018  
PTR No. A-3742910 / 01/03/2018 Taguig City  
IBP No. 019326 / 12/22/2017 RSM  
ROLL No. 41969  
MCLE Comp. V-0021481 / May 02, 2016  
No. 11 Unit J Freemont Arcade Bldg  
Shaw Blvd. Brgy. San Antonio, Pasig City  
Appointment No. 26

12. Should any dispute related to this Contract and/or rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.


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

**IN WITNESS WHEREOF**, the parties have caused this contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, and delivered by:

  
**ROSEMARIE G. EDILLON**  
Undersecretary  
NEDA National Development Office I  
- Policy and Planning  
NEDA-sa-Pasig Building  
No. 12 Saint Josemaria Escriva Drive  
Ortigas Center, Pasig City

Signed, sealed, and delivered by:

  
**ELVIRA C. ABLAZA**  
President  
Pacific Rim Innovation & Management  
Exponents, Inc.  
2502 Manila Luxury Condominium  
30 Pearl Drive, Ortigas Center  
Pasig City

Signed in the presence of:

