
**Preparatory Survey for
Dalton Pass East Alternative Road in
the Republic of the Philippines**

Contract

for

Provision of Satellite Image and Contour Map

Between

JICA Study Team

And

RASA Surveying & Realty

September 2019

SA

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CONTRACT AGREEMENT

This Contract agreement made and entered into on 27 September 2019 by and between

JICA Study Team represented by Nippon Koei Co., Ltd. duly organized and existing under the laws of Japan, with principal office located at 1-14-6, Kudan-kita, Chiyoda-ku, Tokyo, 102-8539, Japan (hereinafter called the “**First Party**”)

and

RASA Surveying & Realty, duly organized and existing under the laws of the Philippines, with principal office located at 9 Anlacan Compound, Philand Subdivision, Tandang Sora, Quezon City 1116, Philippines (hereinafter called the “**Second Party**”)

WITNESSETH THAT:

WHEREAS, the First Party has been retained by the Japan International Cooperation Agency (JICA) for the execution of Preparatory Survey for Dalton Pass East Alternative Road in the Republic of the Philippines (hereinafter referred as the “**Survey**”) under the contract dated 27th September 2019.

WHEREAS, the First Party intends to employ a local consultant firm to carry out the Provision of Satellite Image and Contour Map (hereinafter referred to as the “**Works**”).

WHEREAS, the Second Party is willing and agreed to provide the service in accordance with the terms and conditions specified in this Contract.

NOW, THEREFORE, the First Party and the Second Party have agreed to execute the Works in accordance with the terms and conditions in this Contract and within the ceiling Contract Amount of **ONE MILLION THREE HUNDRED THREE THOUSAND FOUR HUNDRED PESOS and 00/100 (P 1,303,400.00) only, inclusive of 12% Value-Added Tax.**

JICA Study Team

RASA Surveying & Realty



ICHIZURU ISHIMOTO
Team Leader


RAYMUND ARNOLD S. ALBERTO
President

CONDITIONS OF CONTRACT

ARTICLE 1 DEFINITION

Unless the context otherwise requires, the following terms shall have the following meaning in the Contract:

1. "JICA" shall mean the Japan International Cooperation Agency;
2. "JICA Study Team" shall mean the Joint Venture constituted by of Nippon Koei Co., Ltd., Katahira & Engineers International, Nippon Engineering Consultants Co., Ltd. and Central Nippon Expressway Co., Ltd.
3. "DPWH" shall mean the Department of Public Works and Highways;
4. "Services" shall mean the work and services to be performed by the Second Party as set forth in Article 3 herein, or any part of the Work and Services as the context may require;
5. "Pesos" and the sign "P" shall mean Peso Currency of the Government of the Philippines;
6. "Bank(s)" shall mean the Bank(s) nominated by the Second Party for the payments according to Article 7; hereinafter;
7. "Project Site" shall mean the location of proposed Dalton Pass East Alternative Road.

ARTICLE 2 THE PROJECT

The Works specified in this Contract shall be executed for the Dalton Pass East Alternative Road Construction Project.

ARTICLE 3 THE SERVICES AND SCOPE OF THE WORK

The Services to be performed by the Second Party include, but are not limited to carrying out the Provision of Satellite Image and Contour Map for the Project, using its own equipment, materials, and labor on the Project Site, as per the Technical Specifications in this Contract.

ARTICLE 4 ASSIGNMENT AND SUBCONTRACTS

The Second Party shall not be allowed to assign the contract or sublet any portion of the Work.

ARTICLE 5 OBLIGATION OF THE SECOND PARTY

In the conduct of the Services, the Second Party shall cooperate fully with JICA, JICA Study Team and DPWH and shall always work in the best interest of them.

ARTICLE 6 COST OF THE SERVICES

The Second Party has agreed to undertake the Services with the Contract Price of **ONE MILLION THREE HUNDRED THREE THOUSAND FOUR HUNDRED PESOS and 00/100 (P 1,303,400.00)** only, inclusive of 12% Value-Added Tax. The cost breakdown is shown in Appendix.

ARTICLE 7 PAYMENT FOR THE SERVICES

The amount of the Contract shall be paid in the Philippine Peso. The First Party shall pay the Second Party for the Services in accordance with the progress of the performed works as shown hereunder.

Final Payment : One hundred percent (100%) of the total contract price shall be paid upon approval and final acceptance of the final product.

ARTICLE 8 FORCE MAJEURE

The Second Party shall promptly notify the First Party and vice versa in writing of the occurrence of any event of Force Majeure. As used herein, the term "Force Majeure" shall mean attributable to the causes specified hereunder:

1. Natural causes, such as earthquakes, epidemics and other similar causes affecting the project to the extent that would make it impossible or impracticable for the Second Party to carry out, in whole or in part its obligations under this Contract;
2. Human causes, such as war, armed invasion, revolution, insurrection, blockages, riots, civil disturbances, strikes or other analogous or similar causes, including the occurrence of a national banking moratorium, to such extent that would make it impossible for the Second Party to carry out, in whole or in part, its obligations under this Contract. The Second Party as of the day of giving such notice shall be relieved from liability for the failure to carry out its obligation due to the occurrence of such event of Force Majeure.

In such event, either Party may terminate this Contract by giving five (5) days notice in writing to the other, upon the giving or receipt of such notice of termination, the Second Party shall take immediate steps to bring the work to a close in a prompt and orderly manner.

Upon termination of this Contract pursuant to the foregoing provisions, the First Party shall not be liable to make any payment to the Second Party except for work or services performed or expenditures incurred prior to the date of such termination of its work and the settlement of its obligation incurred by the Second Party as a result of the Force Majeure, which costs and expense may not have been incurred but for such Force Majeure.

ARTICLE 9 INDEMNITIES

Unless otherwise specified hereunder, the Second Party shall hold the JICA Study Team and its engineer, supervisors, officers, agents and employees free and harmless from any losses as well as any personal injury or damages that may arise out of the performance of the Services or in connection therewith.

ARTICLE 10 INSURANCE

The Second Party shall at its own expense, carry and maintain necessary insurance in accordance with the terms and conditions necessary for the performance of the Services and in accordance with provisions of the laws and/or regulations of the Government and with the prevailing practice in the Philippines, with insurance companies acceptable to the First Party for the whole period of the performance of the work, including but not limited to the following:

1. Comprehensive automobile liability insurance covering owned, non-owned and hired automotive equipment used by the Second Party for damages itself, injury, death or property damages caused against any Third Party. In spite of the aforesaid insurance,

the Second Party shall still be fully responsible for the performance of all obligations as specified herein and the Second Party shall assume all risks.

ARTICLE 11 REPRESENTATIVE

Upon conclusion of the Contract, the Second Party shall assign a representative satisfactory to the JICA Study Team. The representative shall be responsible for handling all the important matters on behalf of the Second Party.

ARTICLE 12 TERMINATION OF THE SECOND PARTY'S SERVICES

The First Party shall have the right to terminate the Services of the Second Party under this Contract for good and sufficient causes by giving five (5) days notice in writing to the Second Party; upon termination of this Contract, the Second Party shall be entitled to receive remuneration for services performed under this Contract up to the termination.

Should the Second Party fail to comply with its obligations under Article 5 herein, or with any other requirements under this Contract, and such failure results in the suspension by the DPWH, this Contract shall be terminated. Should the Work be stopped under order of any court or other public authority through no fault of act of the Second Party, or if the First Party shall fail to comply with the provisions of Article 7 herein, then the Second Party may, on given notice of such occurrence, and unless further Contract is reached, stop work or terminate this Contract and recover payment from the First Party for all fees earned to date of termination all items procured for the work, and for any of all losses sustained by reason of the work stoppage and termination.

ARTICLE 13 TIME SCHEDULE

The time schedule for the Services is shown in Technical Specifications in the Contract.

ARTICLE 14 PROGRESS OF WORK

The Second Party shall execute the work in a professional manner and complete the work strictly in compliance with the provisions and description of the Contract.

ARTICLE 15 PENALTY CLAUSE

In case of failure by the Second Party to comply with the stipulated schedules in the Technical Specifications, a liquidated damage equivalent to one tenth of one (1) percent of the cost of unfinished work shall be paid by the Second Party to the First Party for every day of delay.

ARTICLE 16 LANGUAGE

The English language shall be used in all written communication between, the First Party and the Second Party with respect to this Contract.

ARTICLE 17 OBTAINING OF GOVERNMENT PERMISSION AND APPROVAL

The Second Party with assistance from DPWH shall obtain all necessary permissions and approvals to the Government and other competent authorities concerned required for the Work and shall acquire all the rights and privileges for access to and use of the work site for the purpose of executing the Work.

ARTICLE 18 APPLICABLE LAW

This Contract shall be deemed to be a contract made under, and shall be governed solely and construed in accordance with, the laws of the Republic of the Philippines.

ARTICLE 19 PRESERVATION OF PEACE

The Second Party shall take all reasonable precautions for preventing any unlawful, riotous or disorderly conduct which may be caused by the Second Party's employees or may occur among them, and/or the preservation of peace and protection of persons and property in the work site and in the area adjacent thereto.

ARTICLE 20 INCOME TAX AND OTHER DUTIES

Under all phases of this Contract, the Second Party shall be liable for its Corporation Tax, Income Tax, duties, contributions and other taxes or charges which may be levied both in the Second Party and its local staff according to the laws and regulations of the Republic of the Philippines.

ARTICLE 21 DISPUTES

In the event of any disputes arising between the parties hereto with respect to the Contract and/or the performance of the Services, the parties hereto shall endeavor to take prompt steps amicable to settle the same.

TECHNICAL SPECIFICATIONS

ARTICLE 1 OBJECTIVES

The objective of the Works is to obtain the topographic data for the route alternative study to be made in the Survey.

ARTICLE 2 FINAL PRODUCTS

The final products of the Works are as follows:

1. Satellite Imagery
2. Digital Terrain Model (DTM) adjusted to GCP
3. Contour Line (adjusted submission)

ARTICLE 3 METHODOLOGIES

(1) Acquisition of Archived Imagery (Digital Globe Satellite Image)

From Digital Globe Archive 2019

World View 1 or 2 or 3 or 4 Items for submittal:

* Photo Mosaic of individual imagery for the whole area.

* Electronic file in AutoCAD format

Quality based on Digital Globe standards

HIGH QUALITY ARCHIVE IMAGERY

Ortho-Ready Standard Imagery (High Quality Digital Globe Product)

Bit Depth: 8 bit

File Format: GeoTIFF 1.0

Ground Sample Distance (Resolution): 30 to 50cm, depending on area

Pan-sharpened Imagery with 3 Bands Color and Infrared

DRA (Contrast Enhancement): DRA On

Cloud Cover <10%

Projection: UTM

Datum: WGS84

Tiling: No tiling

ORTHO PROJECTION WILL BE BASED ON GCP IF AVAILABLE

WorldView-3, the first multi-payload, super-spectral, high-resolution commercial satellite. Operating at an expected altitude of 617 km, WorldView-3 provides 31 cm panchromatic resolution, 1.24 m multispectral resolution, 3.7 m short-wave infrared resolution, and 30 m CAVIS resolution. WorldView-3 has an average revisit time of <1 day and is capable of collecting up to 680,000 km² per day, further enhancing the DigitalGlobe collection capacity

for more rapid and reliable collection. Launched in 2014, the WorldView-3 systems allow DigitalGlobe to further expand its imagery product offerings.

(2) Data Processing

JICA Study Team will provide alignment route options under study. The file will be in CADD format. The alignments will then be overlaid in the satellite image and DTM generated for the project.

The integrated CADD file with the satellite image, DTM and route options will then be submitted to Nippon Koei.

Satellite image will also undergo orthophoto adjustment. Using NAMRIA GCP or whatever data is available for initial adjustment.

Estimated Area of Coverage



Handwritten signature

ARTICLE 4 SPECIFICATIONS FOR PRODUCTS AND DELIVERY DATES

Specifications, file format and delivery date for each product are shown below.

No.	Item	Specification	File Format	Delivery Date
1	Satellite Imagery	Orthorectified Resolution: 50cm or higher	Geotiff with world file	27 September, 2019
2	Digital Terrain Model (DTM) adjusted to GCP	Mesh: 2m	Geotiff or Civil 3D tin	4 October, 2019
3	Contour Line (adjusted submission)	Interval: 1m Adjusted to GCP	dwg	4 October, 2019

* Projection: UTM, Datum: WGS84

END



BREAKDOWN OF COST OF THE SERVICES

Satellite Image - Dalton Pass

	Item	Unit	Quantity	Unit Cost	Total Cost (PhP)
1	Satellite Image from Archive 0.4m Resolution Available (series of imagery with base of 2019 and 2018 with cloud patching of 2017)	Sq.km	185	3,200	592,000
2	Generation of contour at 1m using NAMRIA IFSAR data DTM	Sq.km	185	2,550	471,750
3	Data processing and mosaic	LS	1	100,000	100,000
			SubTotal		1,163,750.00
			12% VAT		139,650.00
			TOTAL		1,303,400.00