

# Contract Agreement

THIS AGREEMENT made the 03 day of MARCH 2025, between **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY** (hereinafter "the Employer"), of the one part, and the **JOINT VENTURE OF WEALTHMORE CONSTRUCTION & SUPPLY CORPORATION and WERR CORPORATION INTERNATIONAL** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as **CW301/B Design and Build of the TESDA Innovation Center with Rehabilitation Works for Region II (RTIC-Tuguegarao, Cagayan Valley)** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

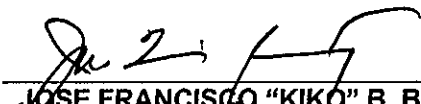
The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) Letter of Acceptance,
  - (b) Letter of Bid,
  - (c) Addenda Nos. 1, 2, 3, 4 and 5,
  - (d) Particular Conditions of Contract,
  - (e) List of Eligible Countries that was specified in Section 5 of the bidding document,
  - (f) General Conditions of Contract,
  - (g) Employer's Requirements including Annexes A to H,
  - (h) Completed Activity Schedules,
  - (i) Environmental Management Plan,
  - (j) Site-Specific Environmental Management Plan (SSEMP),
  - (k) Site Health and Safety Management Plan (SHSMP), and
  - (l) The Contractor's Bid including:
    - a. Form PER-1&2 Proposed Personnel and its supporting documents,
    - b. Form EQU: Equipment and its supporting documents,
    - c. Organization and Method Statements,
    - d. Manpower, Equipment and Temporary Facilities schedules,
    - e. Construction Schedule,
    - f. Environmental, Health and Safety Code of Conduct for Contractor's Personnel, and
    - g. Responses to bid clarifications on 14 January 2025 and 06 February 2025,


3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year indicated above.

Signed by:

  
 JOSE FRANCISCO "KIKO" B. BENITEZ  
 Secretary/Director General, TESDA  
 for and on behalf of the Employer

Signed by:

  
 JANICE R. CASTILLO  
 Authorized Representative  
 for and on behalf the Contractor

in the presence of:

  
 GILBERT M. CASTRO  
 Project Manager, TESDA

Date: 03 MARCH 2025

in the presence of:

  
 ROGER C. CAS  
 President, WERR Corporation International

Date: 03 MARCH 2025

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 Series of 2025

**Atty. Juliet V. Boñaga**  
 Commission No. 92 ( 2024-2025 )  
 Notary Public for Taguig City  
 Until December 31, 2025  
 711 G Juliano Ave, 2nd Floor Q-won Law Office  
 Western Bicutan, Taguig City  
 Roll No. 65971  
 IBP Life Member No. 018113, Oct 18, 2017  
 PTR No. A-6090678, Jan 23, 2024, Taguig  
 MCLE No. VII- 0007268, Oct 16 2021 Pasig C