

Contract Agreement

THIS AGREEMENT made the 7 day of February 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/A Design and Build of the TESDA Innovation Center with Rehabilitation Works for Region VIII (RTIC-Tacloban Leyte)** 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 and 3,
- (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.

Document No. 268
Page No. 55
Book No. 14
Series of 2025

Atty. Juliet V. Bonaga
Commission No. 9212024-2025)
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 City

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

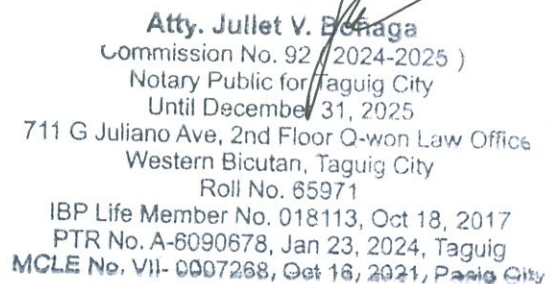
Date: February 7, 2025

in the presence of:


ROGER C. CAS
President, WERR Corporation International

Date: February 7, 2025

Document No. 268
Page No. JS
Book No. 14
Series of 2025


Atty. Juliet V. Benaga
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 City