

# Contract Agreement

THIS AGREEMENT made the 7th day of February 2025, between **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY** (hereinafter "the Employer"), of the one part, and **FFJJ CONSTRUCTION** (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as ***CW301/C Design and Build of the TESDA Innovation Center (TTIs) with Rehabilitation Works for Region X, (RTIC-Tagoloan, Misamis Oriental, Mindanao)*** 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.

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:

  
**OSMEÑA L. PALANGGALAN**  
Proprietor/General Manager

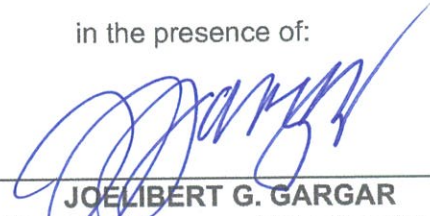
for and on behalf the Contractor

in the presence of:

  
**GILBERT M. CASTRO**  
Project Manager, TESDA

Date: \_\_\_\_\_

in the presence of:

  
**JOELIBERT G. GARGAR**  
Satellite Area Manager, FFJJ Construction

Date: \_\_\_\_\_

### ACKNOWLEDGMENT

**BEFORE ME, A Notary Public for and in TAGUIG CITY**  
Philippines, on this **FEB 07 2025**, personally appeared the parties mentioned above, known to me and to me know to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

**WITNESS MY HAND AND SEAL** on the date/place first above written.

DOC NO. 409  
PAGE NO. 82  
BOOK NO. 1  
SERIES OF 2025

  
**ATTY. PAUL VINCENT P. SIOCHI**  
Notary Public for Taguig City  
Notarial Commission No. 53 (2024-2025)  
Roll of Attorneys No. 68383  
IBP Lifetime No. 016219; 05/08/17; Makati City  
PTR No. A-6465786; 01/13/2025; Taguig City  
MCLE Compliance No. VII-0014795 valid until 04/14/2025  
Blk. 5 Lot 21 Phase 2, Pinagsama Village, Taguig City