

- iv. Pictures / Photographs of actual site condition and works accomplished
- v. Contractor notarized affidavit.

**VII. TERMS AND CONDITIONS**

1. All materials, equipment, devices and accessories to be supplied under this contract shall be new and unused, free from defects and imperfections and best suited for the purpose intended. Materials used in the manufacture and installation of all equipment to be furnished shall be of the required quality used in commercial products of reputable manufacturers.
2. The CatSU shall have the right to reject and return the items and cancel the corresponding contract if Materials delivered are defective and non-compliance with the specification.
3. Non availability of materials shall be made known to the procuring entity (CatSU) before the acceptance of Notice to Proceed (NTP).
4. Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the sites shall be responsibility of the contractor and no additional payment thereof shall be made by the University.
5. CatSU shall impose penalty of 1/10 of 1% of the total value of the undelivered order for each day of delay as liquidated damages after the specified allowable number of days to deliver the project.
6. Amendment to Order. If any such order increases or decreases the cost of, or the time required for executing any part of the work under the original contract, the contractor may request for an amendment to order subject to the guidelines set forth in R.A. 9184 and its Implementing Rules and Regulation.

**VIII. OBLIGATIONS AND RESPONSIBILITIES**

1. Undertake all works as stated in Item No. III - Scope of Work within the specified project duration.
2. The contractor shall be responsible for visiting the respective sites and thoroughly investigate and familiarize himself with all the conditions at site, the surrounding area and take particular reference to its accessibility, means of communication and transportation, and all other factors that hamper the smooth execution of the project.
3. The contractor shall comply with all applicable national and local codes, laws, regulations, statues and ordinances.
4. Secure all the necessary permits such as but not limited to Building Permit and Occupancy Permit (for Generator house), Environmental Compliance Certificate (ECC), Permit to Operate and Tree Cutting permit (if necessary).



5. Provide hands-on technical training of at least two (2) authorized personnel from the university on proper operation and preventive maintenance of the Generator set.

**IX. WARRANTY**

1. All materials, services, deliverables, and/or work product under this Contract shall be warranted against defects in workmanship for at least 1 year, commencing upon the date of contract completion by the university.
2. The Generator unit, parts and accessories shall be warranted against material defects for at least 5 years, commencing upon the date of contract completion by the university.
3. A qualified factory-trained service representative shall provide warranty service.
4. Warranty Security. A warranty security shall be required from the contractor/supplier for a minimum period of one (1) year, after acceptance by CatSU of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of every progress payment. The said amounts shall be released after the lapse of the warranty period.

