



Date: March 5, 2025

DEED OF AGREEMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF CCTV SURVEILLANCE SYSTEM

Between

PULU AMSIC SUBDIVISION

Angeles City, Pampanga

And

JY VISION I.T SERVICES



PARTIES:

Pulu Amsic Subdivision

JY Vision

Is established with the aim of providing quality products and excellent services that suit all the needs of private and government institutions as far as IT Equipment, Network & securities, CCTV surveillance and other I.T related products.

AGREED TERMS & CONDITIONS:

1. SERVICES

- 1.1 The Supplier must:
 - 1.1.1 Provide the Equipment and Services to Pulu Amsic Subdivision on the terms and conditions set out in this Agreement or in this Contract;
 - 1.1.2 Sell the Equipment to Plantation Hills Subdivision free from encumbrance;
 - 1.1.3 Provide the Equipment ready for use at the delivery site by the Installation date on the terms and conditions of this Agreement;
 - 1.1.4 Perform its obligations under this Agreement carefully, skillfully and competently in a workmanlike manner;
 - 1.1.5 At its own cost, rectify any damage caused to any of the Delivery Sites in the course of installing the equipment as a result of the Supplier's act or omission.
- 1.2 The Supplier remains responsible for the services regardless of whether the Supplier has subcontracted any part of the Services.
- 1.3 The Supplier acknowledges that the Equipment will be installed at the Delivery Sites in the manner described in the Specifications and the Supplier agrees that it will comply in all respects with the Specification.

2. DOCUMENTATION

- 2.1 At the time of delivery, the Supplier must provide the Documentation in such quantities as is specified.
- 2.2 The Documentation must contain sufficient information for the proper operation of the Equipment during the Warranty Period.
- 2.3 The Supplier will from time to time and in any event as soon as practicable during the Warranty Period, provide free of charge copies of such amended, revised or supplementary documentation or information as is published in relation to the Equipment.
- 2.4 If the Supplier rectifies a Defect in Equipment or otherwise substitutes or modifies Equipment in accordance with this Agreement prior to the expiry of the Warranty Period, it must within fourteen (14) days of such correction, substitution or modification, ensure that any consequential amendments to the Documentation are implemented and supplied.

3. SITE PREPARATION

- 3.1 The Customer must prepare the Delivery Site in accordance with the Delivery Site Specifications at its own expense.
- 3.2 The Supplier must, at the request of the Customer, supply such information and assistance as is reasonably required by the Customer to enable the Customer to prepare the Delivery Site.
- 3.3 In addition the Supplier undertakes to provide the Customer with sufficient information to ensure that for the purposes of installation there will be:
 - 3.3.1 An adequate supply of electricity,
 - 3.3.2 Adequate electrical and mechanical items and fittings and
 - 3.3.3 Appropriate environmental conditions.
 - 3.3.4 Materials such as PVC pipes and c-clamps must be provided by the supplier.

- 3.4 The Supplier must, at the request of the Customer, inspect the Delivery Site prior to delivery of the Equipment. The Supplier will, as soon as practicable, advise the Customer as to the suitability of the Delivery Site.

4. DELIVERY

- 4.1 The Supplier must deliver the Equipment and the Documentation to the Customer at the Delivery Site on or before the Delivery Date on the terms and conditions set out in this Agreement or in a Purchase Order.
- 4.2 If required by the Specifications, the Supplier must provide to the Customer, written evidence of manufacturer testing of the Equipment.
- 4.3 Packing materials are the property and responsibility of the Supplier. Unless the Customer otherwise directs, the Supplier must remove or otherwise dispose of the packing materials at its own expense as soon as practicable following delivery of the Products.

5. TESTING & ACCEPTANCE

- 5.1 The Customer may within five (7) Business Days following delivery and installation by the Supplier, require the Supplier to perform tests as stipulated in the Specifications, or if no tests are stipulated, such tests as the Customer considers necessary to ensure that the Equipment conforms to the requirements of the Specifications ("Acceptance Tests").
- 5.2 If the Equipment does not conform to the requirements of the specifications, then at the Customer's Option exercised by written notice to the Supplier:
- 5.2.1 The Supplier must, if required by the Customer, rectify any Defect within seven (7-15) days of notification by the Customer; or
- 5.3 If the Customer is satisfied that the Equipment conforms to the Specifications, the Customer must accept the Equipment by signing on the Supplier acceptance & turnover form. The date specified in the notice is the "Acceptance Date".
- 5.4 Acceptance of the Equipment by the Customer does not relieve the Supplier of its obligations or warranties under this Agreement.
- 5.5 If the Customer rejects the Equipment, the Supplier must, if required by the Minister or a Customer, supply Equipment that complies with this Agreement within a further two (2) weeks, or the Minister or a Customer may terminate this Agreement or a Customer Contract at its option.
- 5.6 In this clause, a reference to the Equipment being delivered and installed by the Supplier will be interpreted as either the Supplier having delivered, installed and integrated the Equipment at the Delivery Site or the Supplier having provided the Customer with detailed installation and in the integration instructions, as specified Specification.

6. WARRANTIES

Note: *products should not have any physical damage or sign of misused*

- 6.1 All product supplied by the supplier has below warranty
- 1 Year on Network Video Recorder (NVR)
 - 1 Year on LED Monitor
 - 1 Year on Hard disk drive
 - 1 Year on Poe Switch
 - 1 Year on Bullet Camera
 - 1 Year on Dome Camera
 - 1 Year on ANPR Bullet Camera
 - 1 Year on Uninterrupted Power Supply (UPS)
 - 2 months on Media Converter (TX & RX)
 - 6 months on SFP Module LC-SM
- 6.2 This clause applies to, but does not limit, all warranties required by this Agreement.
- 6.3 The Supplier warrants that any Equipment purchased by the Customer under this Agreement:
- 6.3.1 is fit for its intended purpose notified by the Customer to the Supplier and is suitable for normal use as reasonably contemplated by the Customer;
 - 6.3.2 complies with the Specifications;
 - 6.3.3 is newly manufactured and is free from defects;
 - 6.3.4 will be properly installed;
 - 6.3.5 will operate in accordance with any relevant technical specifications; and
 - 6.3.6 will continue to perform at a level consistent with the Acceptance Criteria
- 6.4 The Supplier further warrants that:
- 6.4.1 all sub-assemblies that perform identical functions will be fully interchangeable;
 - 6.4.2 it will at all times:
 - (a) Use appropriate materials of high quality;
 - (b) Employ appropriate techniques and standards;
 - (c) Provide all services with due care, skill and attention;
 - 6.4.3 It is authorized to enter into this Agreement and grant the rights to the Minister contained in this Agreement and
 - 6.4.4 It is able to pass good title to the Equipment purchased by the Customer free and clear from any encumbrances.
- 6.5 The Customer may test the Equipment to ensure compliance with warranties given under this Agreement.
- 6.6 Warranties which apply to Equipment under this Agreement, apply to any remedial work undertaken by the Supplier, including to Equipment replaced or repaired by the Supplier.
- 6.7 The Warranty Period in respect of repaired or replaced Equipment or components of Equipment will recommence from the date the Supplier certifies in writing that such repair or replacement is complete.

7. OWNERSHIP & RISK IN THE PRODUCTS

- 7.1 Risk in the Equipment passes to the Customer when the Equipment is delivered to the Delivery Site.
- 7.2 Ownership and property in the Equipment pass to the Customer upon acceptance of the Equipment.

8. TRAINING

- 8.1 The Supplier will provide to such persons as the Customer notifies in writing, such training as the Customer considers necessary to enable operation of the Equipment in a manner reasonably contemplated by the Minister or a Customer.
- 8.2 The Supplier must comply with the training requirements specified in the Specifications.

9. **SUPPORT SERVICES**

- 9.1 During and after the expiry of the Warranty Period, the Supplier must provide Support Services.
- 9.2 The Supplier warrants, in respect of the Support Services, that it will at all time: Transportation in every visit of the supplier for maintenance purposes must be shouldered by the customer.
- 9.2.1 Use appropriate materials of high quality;
- 9.2.2 Use only appropriately qualified and licensed Personnel;
- 9.2.3 Employ appropriate techniques and standards;
- 9.2.4 Exercise due care, skill and attention and that:
- 9.2.5 Where the Supplier replaces parts of the Equipment pursuant to this clause, the replacement parts will be:
- (a) Of at least equal quality to the replaced parts;
 - (b) Newly manufactured;
 - (c) Free from defects in materials and workmanship and
 - (d) Suitable for normal use as reasonably contemplated by the Minister or a Customer;

10. **PRICE**

- 10.1 The Price for the Equipment is set and includes all government taxes, rates, fees and charges.

11. **PAYMENT TERMS & ARRANGEMENTS**

TOTAL CONTRACT PRICE **P 850,000.00**

11.1 50 % - Upon issuance of Contract & Purchase Order **P 425,000.00**

11.2 50 % - Upon Completion and Product turn over **P 425,000.00**

12. **ENTIRE AGREEMENT**

This Agreement incorporates any attached Schedules, contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement, understanding or representation of the parties on the subject matter.


13. **VARIATION OF AGREEMENT**

No amendment or modification of, nor addition to, this Agreement will be binding upon the parties unless it is in writing and signed by the parties.

CUSTOMER
Pulu Amsic Subdivision

 3/10/25
Mr. Romel Bundalian
President

SUPPLIER
JY VISION


Jess Yanga Jr.
Owner/Manager