ANNEX V: WARRANTY OBLIGATIONS FORM

Reference: EC-ENEST/ANK/2026/EA-OP/0040
Title of contract: Supply of equipment for Mersin ITS

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

1. The contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship, except insofar as the design or materials are required by the specifications, or from any act or omission, that may develop under use of the supplies in the conditions obtaining in the country of the contracting authority.
2. The contractor shall be responsible for making good any defect in, or damage to, any part of the supplies which may appear or occur during the warranty period and which:

   a) results from the use of defective materials, faulty workmanship, or design of the contractor; and/or

   b) results from any act or omission of the contractor during the warranty period; and/or

   c) appears in the course of an inspection made by, or on behalf of, the contracting authority.
3. The contractor shall at its own cost make good the defect or damage as soon as practicable. The warranty period for all items replaced or repaired shall recommence from the date when the replacement or repair was made to the satisfaction of the project manager. If the contract provides for partial acceptance, the warranty period shall be extended only for the part of the supplies affected by the replacement or repair.
4. If any such defect appears or such damage occurs during the warranty period, the contracting authority or the project manager shall notify the contractor. If the contractor fails to remedy a defect or damage within the time limit stipulated in the notification, the contracting authority may:

   a) remedy the defect or the damage itself, or employ someone else to carry out the tasks at the contractor's risk and cost, in which case the costs incurred by the contracting authority shall be deducted from monies due to or from guarantees held against the contractor or from both; or

   b) terminate the contract.
5. In case of emergency, where the contractor cannot be reached immediately or, having been reached, is unable to take the measures required, the contracting authority or the project manager may have the tasks carried out at the expense of the contractor. The contracting authority or the project manager shall as soon as practicable inform the contractor of the action taken.
6. The warranty must remain valid for **1 (one) year** after provisional acceptance.
7. The contractor must provide or secure the provision of a reliable warranty guaranteeing maintenance and the parts replenishment for specified warranty period.

   Apart from the warranty provided by the contractor, unless stated otherwise below all the equipment must have at least 2 (two) years of commercial warranty.

   a. The contractor must submit the warranty certificates for each item to the contracting authority stating the commencement date as the date of the Provisional Acceptance. All equipment must be covered with the manufacturer level warranty and support.

   b. The contractor must provide security and other critical software patches during the warranty period.

   c. The contractor must provide service organisation contact data including organisation name, e-mail, phone and fax number.

d. The contractor must provide Help Desk support (phone, fax & e-mail), available min during working hours (8:00 a.m. – 5:00 p.m. local time).

In case of emergency situations when the supplied items are not operationally functioning, the support service shall be available 24 hours and 7 days in a week.

e. Max response time to officially submitted Help Desk Warranty support request must be not later than the next working day.

f. An intervention must be made to all equipment within a max of 24 hours (after properly submitted Warranty request) and all equipment will be made operational within 3 calendar days.

8. For warranty obligations and after-sales services, the Contractor shall comply with special and general conditions article 32 and 33, and After Sales Services Regulation of Turkish Law as published on Official Gazette no.29029 dated 13.06.2014.

in compliance with the Article 32 and 33 of the General Conditions and Special Conditions.

Name and surname: <……>

Duly authorised to sign this declaration on behalf of:

<……>

Place and date: <……..…….>

Stamp of the firm/company: