Ref. Ares(2024)6133331 - 29/08/2024

ANNEX V: WARRANTY OBLIGATIONS FORM

Reference: EC-NEAR/ANK/2024/EA-OP/0142

Title of contract: Post-Earthquake Transport Recovery Action (PETRA) in Kahramanmaraş

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 Lot 1, The contractor shall provide at least 5 years warranty for Item 1.1 and 1.2. The batteries, the electric motor and gearbox shall be under warranty by the contractor for at least 5 (five) years (except in cases of accidents and vandalism). In this regard, the contractor shall submit the warranty document. The entire body and body parts of the vehicle (chassis and frame, seat frame, etc.) shall have a 10-year warranty from the provisional acceptance against wear, rust, corrosion and paint defects.

   The batteries shall ensure an 85% maintained state of charge within warranty period. The capacity of the battery shall enable the bus to travel at least 350 km under SORT-2 conditions with the air condition system off by the end of the 5-year warranty period. Battery packs that are found to be degraded more than the rates specified in the contractor's technical proposal shall be replaced by the contractor free of charge the end of the 5-year warranty period.

   Only original or approved by the manufacturer(s) spare parts should be used in any repair service. The contractor shall keep an adequate stock of original spare parts to ensure smooth operation during the repair and maintenance processes of the vehicles.

   If the malfunction of any part under warranty causes damage to other parts, these parts shall be renewed by the contractor.

   The Contractor shall provide original authorized after-sales and warranty services directly provided by producer, Türkiye distributor or authorized seller of the vehicles and equipment offered, including spare parts for specified warranty period.

   During the warranty period, all scheduled maintenance, consumable replacements, and repair services for the vehicles shall be performed by the contractor's technical team at KMM's workshop. All spare parts used for repair and maintenance services shall be original parts compatible with the vehicle.

   All kinds of repairs, maintenance, and tire renewal of the vehicles during the 5-year warranty period shall be the responsibility of the contractor and related costs shall be borne by the contractor. When the tread depth of tire falls below 4 mm, tire will be replaced with a new one. Tire puncture repair is the responsibility of KMM.

   The contractor is responsible for repairing the malfunctions that cannot be repaired at the workshops, repairing them at the vehicle manufacturing plant. If the repair is not possible, the contractor is obliged to replace the faulty equipment with a new one.

   During the warranty period, if a malfunction covered by the warranty occurs for the same reason in more than 20% of the same device, unit, equipment, component or part within the last 12 months, malfunction shall be considered as a type defect / chronic malfunction.

   For equipment, units, devices, parts, and other determined to be chronically defective, the contractor shall carry out needed reinforcements, modification, material replacement, renewal, disassembly, and assembly operations for all vehicles within the specified period.

   During the warranty period, periodic maintenance shall be carried out by the contractor according to the intervals specified in the technical documents. The contractor shall provide and submit

indicative periodic maintenance schedules that show which maintenance activities will be carried out at which kilometres during the warranty period. Periodic maintenance schedules shall be prepared taking into account the fleet availability rates (*Please refer to Annex II+III- Technical Specification+Technical Offer, VIII. Fleet availability*).

After delivery, if the equipment such as electronic fare collection, fleet tracking and management system belonging to KMM is installed on the electric buses, the technical personnel to be assigned by the contractor shall be present during the assembly period and installation to be carried out shall not affect the warranty.

All technical infrastructure and systems for remote monitoring and reporting shall be installed. Remote monitoring shall be ensured via Canbus system and GPRS.

Capacity measurements of the battery shall be made every year during the warranty period and shall be submitted to KMM. These measurements shall be recorded and the battery packs that do not meet the conditions and are found to have deteriorated that shall adversely affect the daily cruising distance km figures shall be replaced by the contractor.

When the batteries show any malfunction or complete economic life within the warranty period, disposal procedures shall be carried out by the contractor, and the contractor shall not charge any fee. After 5-year battery warranty period is over, the disposal procedures shall be carried out by KMM.

The maintenance and repair work carried out by the contractor shall be monitored by KMM.

To keep track of and statistical information such as maintenance, breakdowns, and materials, detailed information entry into the software used by the contractor shall be performed.

The "opening of a fault record" and "closing of a fault record" process shall be carried out by the personnel of the contractor.

For warranty obligations and after-sales services, the Contractor shall comply with special and general conditions article 32 and 33.

The contractor shall confirm the availability of all of required Spare Parts and Special Tools for 10 years. The contractor shall confirm that the Spare Parts and Special Tools shall be of the same type and quality as the original parts provided.

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: