

## WARRANTY OBLIGATIONS FORM

**Project No: NEAR/ANK/2023/EA-LOP/0061**

**Project Title: Supply of Hardware Equipment for Strengthening the Audit Capacity of the Audit Authority - Relaunch**

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 brand 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 contracting authority. 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. The contractor has to respond notification of contracting authority or the project manager within two business days. 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. All equipment must have at least 2 years of Commercial Warranty.

The contractor shall at its own cost make good the defect or damage as soon as practicable for a period of 1 year after issuance of the Provisional Acceptance Certificate (during Contractor's Warranty). During the contractual warranty period, the contractor shall also provide preventive maintenance service and repairs at its own cost.

After commercial warranty periods expired, the contractor shall guarantee to provide technical support/maintenance services at beneficiary's cost for 5 years.

In case a preventive maintenance session has to be executed then the contractor shall inform the beneficiary at least 48 hours in advance of his intervention.

In the contractual warranty period the contractor has to fully repair and re-integrate equipment to be supplied within maximum 30 working days. If the reparation of the broken equipment/part is not possible, the contractor shall replace that equipment/part with another equipment/part of the same trademark. No additional cost shall be borne by the contracting authority or the beneficiary. The Contractor's warranty must remain valid for one year after issuance of provisional acceptance certificate.

**in compliance with the Article 32 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:**