

## ANNEX V: WARRANTY OBLIGATIONS FORM

**Reference: NEAR/ANK/2021/EA-OP/0077**

**Title of Contract: Supply of Equipment for Photovoltaic Applications for BOTAŞ and TEMSAN**

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. Apart from the warranty provided by the contractor, all the equipment must have at least 2 (two) years of commercial warranty, including all accessories. All deficiencies and faults will be rectified by the contractor within the warranty period. Other warranty requirements are listed below:
  - ✓ PV Modules shall have a minimum product warranty of 10 (ten) years and minimum linear performance warranty of 25 (twenty-five) years. The linear performance warranty shall be meeting at least 90% and 80% of the module power by the end of 10 (ten) and 25(twenty-five) years, respectively. First year module degradation must not be more than 3%.
  - ✓ Inverters shall have a minimum product warranty of 10 (ten) years.

- ✓ PV Module Mounting System shall be designed and installed for a minimum service life of 25 (twenty-five) years and shall have a minimum product warranty of 10 (ten) years supported by the manufacturer.
- a) The contractor must provide security and other critical software patches during the warranty period.
- b) The contractor must provide service organisation contact data including organisation name, e-mail, phone and fax number.
- c) Contractor must designate contact person(s) able to support the beneficiary with information related to the operation of the system installed. For this purpose, the contractor must provide the details of hotline and e-mail and fax contact number available min during working hours (8:00 a.m. – 5:00 p.m. local time).
- d) In case of any failure and manufacturing defects that may occur within the warranty period, contractor must respond to the failure within 8 hours after notification and repair the equipment within 2 calendar days after notification free of charge. Equipment that cannot be repaired will be replaced with a new one free of charge.
- e) The contractor shall ensure that support services (repair, replace, upgrade etc.) for the equipment supplied will be available for at least 5 (five) years, after the contractual warranty period. In the event of termination of production of the spare parts, advance notification to the beneficiary will be sent to allow procurement of the parts required. The geographical extent of these services should at least cover all the points specified for the warranty service.
- f) Genuine software security and other critical software patches must be available for a minimum of 5 (five) years after the final acceptance.
- g) Spare parts to be used in any repair service should be either original or approved by the manufacturer(s).

7. The warranty must remain valid for one year after provisional acceptance.

**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:**