

Annex V

WARRANTY OBLIGATIONS FORM

Publication reference: NEAR/ANK/2021/EA-OP/0074

Title of contract: Supply of Coastal Patrol Boats

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. During the Contractor's Warranty (1 year after provisional acceptance) period the contractor is the key and sole responsible of the warranty in terms of this Contract; even if not specified in relevant parts of the technical specifications, the contractor shall deliver the duly corresponding warranty documents of all CPBs to the beneficiary. Warranty periods shall start as of the date of provisional acceptance of the work.

All design, workmanship, manufacturing, material and montage related problems and possible damages come out of these problems shall be fixed during the warranty period.

Contractor must designate contact person(s) able to support the beneficiary with information related to the operation of the CPBs installed. For this purpose, the contractor must provide the help desk support (phone, fax & e-mail) available 24/7 throughout the warranty period for all the

Annex V – Warranty Obligations Form

items supplied. Contractor must also provide authorized technical service organisation contact data including name, postal address, e-mail, phone and fax number for each different item supplied.

In the contractual warranty period, the contractor has to begin troubleshooting the problem within 48 hours of the request. In case of any failure and manufacturing defects that may occur, the equipment shall be fixed within 5 calendar days, or if required, the malfunctioned part shall be replaced at most in 15 calendar days after the notification without generating any cost to the beneficiary. 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 and same or higher model. No additional cost will be borne by the contracting authority or the beneficiary.

Regarding the materials that require spare part guarantee and maintenance, the contractor shall provide the manufacturing company's Letter of Undertaking for the repair and maintenance throughout the commercial warranty period (if applicable). No additional fee shall be requested for such repair and maintenance.

If it is identified that the breakdown is chronic (repeating 3 times on the same boat or repeating 15 times in total), the contractor shall investigate on cause and alternative solutions to take permanent precautions as replacing the chronically breakdown device/system with a new brand/model and carrying out reparations within the entire system.

The activities like opening patches, docking, transportation of spare parts and etc. needed for reparation of the device/system in breakdown shall be carried out by the contractor securely free of charge during the contractual warranty period.

The contractor has to guarantee that spare parts of the all equipment and systems will be available on market for at least 10 years after the delivery of the vessels.

Warranty Plan

Contractor shall utilize an online Warranty Management Information System (WMIS) to keep the beneficiary informed of all real time warranty information, which includes, at a minimum, the following items:

- Date of report of claim
- Date of remediation
- Parts affected, including serial number (where tracked)
- Nature of casualty
- Actions taken
- If claim is still open, intended action
- Beneficiary's boat number
- Suggestions / Lessons learned

If the boats are constructed in a country other than Turkey (i.e. in case the contractor or the OEM of the boat is abroad), the contractor shall provide a local representative (in Turkey) for the warranty period. The contracting authority expects this representative to provide a professional service of maintenance. Contractor will remain responsible for the level of service which his representative delivers and any complaints from the beneficiary shall be answerable.

Contractor shall provide all the consumables (lubricants etc.) and the spare parts needed for the periodical/hourly maintenance for the first 2000 operating hours or 2 years after the provisional acceptance. During the first 1000 hours of operation period the user/operator level maintenance activities shall be executed by the beneficiary, and the factory level maintenance activities (where available) shall be executed by the contractor. Contractor may use subcontractors (authorized service and representatives of OEMs) for the maintenance and repairs. In case of a factory level

Annex V – Warranty Obligations Form

maintenance session has to be executed then the contractor shall inform the contracting authority and the beneficiary at least 7 calendar days in advance of his intervention.

WMIS shall be implemented to record each periodic check and repair service, detected problems and replaced or repaired parts. The recorded data shall be submitted to the beneficiary once every 3 months and upon request from the contracting authority. Contractor shall provide all services, parts, supplies, packaging, transportation and shipment of items necessary to check the overall functional operation and to accomplish the preventive maintenance tasks and to diagnose/ correct malfunctions or failures.

Until the final acceptance of the work, the contractor shall be responsible for all materials and installations. Contractor shall be responsible for delivery of all boats in complete and operational state. Repair time for broken parts should be added to the warranty time of the same parts. Even if not specified in relevant parts of the technical specifications, the contractor should deliver the warranty documents (commercial warranty) of all systems to the beneficiary.

Except for the case of mutual-agreement with the beneficiary, all the maintenance and repair of any part belonging to the CPBs shall be made by the authorised representative of the contractor or OEM.

All periodical maintenance related equipment, tools and materials shall be given by the contractor with the first delivery of the CPB's. In the warranty period, if it is needed to change any parts of the CPBs as a result of their life cycle, all these changes shall be done by the contractor without any additional payment.

7. There shall be at least 3 year OEM's (Original Equipment Manufacturer's) commercial warranty. The contractor will pass this information and warranty rights that exceeds the contractual warranty period to the beneficiary.

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: