

ANNEX V.i: WARRANTY OBLIGATIONS FORM_NEW

Reference Number: SIHHAT/2019/SUP/INT/20

Title of contract: Supply of Medical Equipment for the Secondary Healthcare Premises – 2nd Phase

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

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 All supplies must have at least 4 (four) years commercial warranty additional to warranty mentioned under article 32.7. The commercial warranty must remain valid for 4 (four) years for all lots after warranty (which means the warranty period for all goods under each lot will be overall 5 years - *warranty + commercial warranty*) and in any case shall be in compliance with the requirements in the Technical Specifications, Annex II + III and Commercial warranty as granted by the manufacturer. The requirements in the technical specifications have precedence in terms of warranty obligations

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials. The Contractor shall further warrant that none of the supplies have any defect arising from design, materials or workmanship.

Warranty Provided by the Tenderer:

- 32.6.1 All design, workmanship, manufacturing, material and montage related problems and possible damages come out of these problems should be fixed during the guarantee period by the supplier.
- 32.6.2 Response time: Contractor shall troubleshoot within 24 hours (online or via phone). If the problem cannot be solved online or via phone support, Contractor shall be available or act on site within 3 days.
- 32.6.3 Repair time: Within 30 calendar days from the receipt of the malfunctioning goods. If during 30 calendar days, it is foreseen that the goods cannot be repaired and the malfunction is not fault of the operator, corresponding functional item should be provided until malfunctioning goods is repaired.
- 32.6.4 All duration that may be passed in the repairing in the warranty duration, should be added to original guarantee period.
- 32.6.5 Only original or approved by the manufacturer(s) spare parts should be used in any repair service
- 32.6.6 Contractor should be authorised by the manufacturer(s) maintenance service centre(s) or should have a contract with such service centre(s) for the time of the implementation and contractual warranty period of all goods.

All goods supplied under this contract shall also be accompanied by a commercial (manufacturer) warranty pursuant to the provisions of the 07/11/2013 dated and 6502 numbered Turkish Law on Consumer Rights and relevant regulations (if applicable).

32.7 The warranty must remain valid for 1 (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 document on behalf of: <.....>

Place and date: <.....>

Stamp of the firm/company: