

Acuerdo Complementario para Suministrar Vehículos Oficiales al Gobierno del Perú

Habiendo recibido el encargo del Gobierno de la República Popular China, China FAW Group Import & Export Corporation (en lo sucesivo denominado “La Parte China”, cuyo representante autorizado es el Sr. Liu Peng, Agregado de la República Popular China en la República del Perú) y el Ministerio de Relaciones Exteriores del Perú, que recibió la autorización del Gobierno del Perú (en adelante denominado “La Parte peruana”, cuyo representante autorizado es el Embajador Juan Fernando Javier Rojas Samanez, Director General para Asuntos Económicos del Ministerio de Relaciones Exteriores del Perú), han convenido en celebrar el presente Acuerdo Complementario a través de negociaciones amistosas y en base al Acuerdo para Suministrar Vehículos Oficiales al Gobierno del Perú firmado el día 1 de diciembre de 2011, con los siguientes artículos:

ARTICULO I : RESPONSABILIDADES Y OBLIGACIONES DE LAS PARTES

1-1 Responsabilidades y Obligaciones de la Parte china:

- 1-1-1 La Parte china suministrará cinco (5) vehículos Hongqi Gran Clase (véanse las especificaciones en el Anexo) y se encargará de transportarlos al Puerto del Callao, Perú.
- 1-1-2 La Parte china enviará dos técnicos a Perú (uno se encarga del mantenimiento de vehículos y capacitación del personal peruano y el otro es intérprete) para ofrecer el servicio técnico por un plazo de treinta (30) días (incluido el tiempo de viaje internacional de ida y vuelta)

1-2 Responsabilidades y Obligaciones de la Parte peruana

- 1-2-1 La Parte peruana se encargará del despacho de aduanas, recojo, descarga y transporte de los vehículos en tierra después de que los vehículos oficiales lleguen al Puerto del Callao, cuyos gastos serán sufragados por la Parte peruana.

1-2-2 La Parte peruana ofrecerá toda la asistencia necesaria a los técnicos de la Parte china para sus solicitudes de visado y el servicio post-donación para el apoyo y las facilidades correspondientes.

ARTICULO II : EMBARQUE Y TRANSPORTE

2-1 Los cinco vehículos Hongqi Gran Clase arriba mencionados se embarcarán dentro de veinte (20) días hábiles después de la entrada en vigencia de este Acuerdo y arribarán al Puerto del Callao dentro de cincuenta (50) días naturales después del embarque.

ARTICULO III : ENTRADA EN VIGENCIA DEL CONTRATO Y OTROS ASUNTOS

3-1 El presente Acuerdo Complementario forma parte del Acuerdo para Suministrar Vehículos Oficiales al Gobierno del Perú firmado el día 1 de diciembre de 2011 y los otros asuntos se ejecutan conforme al Acuerdo original.

3-2 El presente Acuerdo Complementario entrará en vigor a partir de la fecha de la firma y será válido hasta que ambas partes hayan cumplido con sus responsabilidades señaladas tanto en el presente Acuerdo Complementario como en el Acuerdo original.

El presente Acuerdo Complementario se firmó en Lima el día 5 de diciembre del 2012 en dos ejemplares originales, correspondiéndole a cada Parte el original respectivo. El original del presente Acuerdo está escrito en chino, inglés y español siendo los tres textos igualmente válidos. En caso de desacuerdo, prevalecerá el texto en idioma inglés.


Representante de la Parte peruana


Representante de la Parte china

援秘鲁公务车辆项目对外实施补充合同

受中国政府委托，中国第一汽车集团进出口有限公司（以下简称“中方”，其授权代表是中华人民共和国驻秘鲁共和国随员刘鹏先生）就中国政府向秘鲁政府提供一批公务车辆事宜，与秘鲁政府授权的秘鲁外交部（以下简称“秘方”，其授权代表是秘鲁外交部经济事务司长胡安·费尔南多·哈比埃尔·罗哈斯·萨马内斯大使）进行友好协商并达成一致意见，在 2011 年 12 月 1 日所签《援秘鲁公务车辆项目对外实施合同》的基础之上，签订本补充合同，条款如下：

第一条 双方的责任和义务

1-1 中方的责任和义务

1-1-1 中方向秘方提供 5 辆高档红旗轿车(所供货物清单及规格参数详见附件)，并负责运输至卡亚俄港。

1-1-2 中方派遣 2 名技术服务人员（1 名车辆检修及培训人员和 1 名翻译）赴秘进行技术服务（含国际往返时间共计 30 天）。

1-2 秘方的责任和义务

1-2-1 秘方负责上述公务车辆运抵卡亚俄港的清关、提货、开箱卸车及运输等事宜并承担相关费用。

1-2-2 秘方协助中方技术人员办理赴秘工作所需签证手续，并为技术组提供必要的后勤支持和便利。

第二条 发货与运输

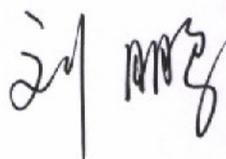
2-1 上述高档红旗轿车将于本补充合同生效后 20 个工作日内启运，启运后 50 个自然日内可运抵卡亚俄港。

第三条 合同生效及其他

3-1 本补充合同为 2011 年 12 月 1 日《援秘鲁公务车辆项目对外实施合同》的组成部分，其他事宜应按原合同规定执行。

3-2 本补充合同自双方签字之日起生效，有效期至双方履行完毕本补充合同和原合同规定的一切义务之日止。

本补充合同于 2012 年 12 月 5 日在利马签订，一式两份，双方各执一份。每份文本均用中、英、西班牙文写成，三种文本具有同等效力。如文本内容发生分歧，以英文文本为准。



中方代表



秘方代表

Complementary Agreement to Supply Official Vehicles to the Government of Peru

Being entrusted by the Government of the People's Republic of China, China FAW Group Import & Export Co., Ltd. (hereafter called the "Chinese Side", the authorized representative of which is Mr. Liu Peng, Attaché of the People's Republic of China in the Republic of Peru) had a friendly negotiation with the Ministry of Foreign Affairs, entrusted by the Government of Peru (hereafter called the "Peruvian Side", the authorized representative of which is Ambassador Juan Fernando Javier Rojas Samanez, General Director of Economic Affairs of the Ministry of Foreign Affairs of Peru), on the Donation Project to supply official vehicles to the Government of Peru by the Government of the People's Republic of China. On the basis of the "Agreement to Supply Official Vehicles to the Government of Peru" dated December 1st of 2011; therefore, both parties sign this Complementary Agreement as follows:

Article I- Duties of the Parties

1-1 Duties of the Chinese Side

1-1-1 The Chinese Side shall supply the Peruvian Side five units of High-grade Hongqi cars (the specifications are indicated in the Appendix to this Agreement), which shall be delivered to the Port of Callao.

1-1-2 The Chinese Side shall dispatch two technicians (one of which shall be in charge of Vehicle Maintenance and Training of Peruvian personnel and the other one shall be responsible for interpretation) to Peru in order to provide technical service (total stay of 30 days including international round-trip time) .

1-2 Duties of the Peruvian Side

1-2-1 The Peruvian Side shall be in charge of customs clearance, picking up, unloading, and land transportation of the vehicles after the official vehicles arrive at the Port of Callao, the expenses of which shall be borne by the Peruvian Side.

1-2-2 The Peruvian Side shall offer all necessary assistance to the technicians of the Chinese Side for their visa application and all after service support and the corresponding facilities.

Article II - Delivery and Shipment

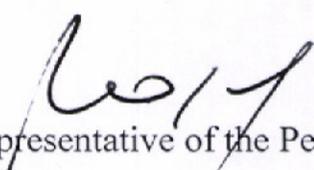
2-1 The High-grade cars shall depart within 20 working days after this Complementary Agreement has been signed, and delivered to the Port of Callao within 50 calendar days after their departure.

Article III – Effectiveness and Miscellaneous

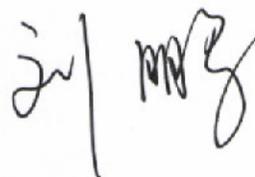
3-1 The Complementary Agreement is part of the “Agreement to Supply Official Vehicles to the Government of Peru” signed on December 1st of 2011; other matters shall be dealt with in accordance with the original Agreement provisions.

3-2 The Complementary Agreement shall come into force on the date when it is signed, and shall be valid until the obligations of both Parties have been fulfilled under this Complementary Agreement and the original Agreement.

The Complementary Agreement is signed in Lima on 5th of December of 2012 in two originals of which each side shall hold one original. This Complementary Agreement is written in Chinese, English and Spanish and each language is equally binding. In case of disagreement, the English text shall prevail.



Representative of the Peruvian Side



Representative of the Chinese Side

Attachment:

S/N	Commodity	Make	Brand	Specification	QTY.	Remark
1	Car	China FAW Group Corporation	Hongqi	<p>Hongqi H7 3.0L Elegant type Car Overall dimensions and weight</p> <p>L×W×H [mm] : 5095×1875×1485</p> <p>Wheel base [mm] : 2970</p> <p>Track front/track rear[mm] : 1610/1608</p> <p>Curb weight [kg] : 1805</p> <p>Engine</p> <p>Displacement(L) : 3.0L</p> <p>Max. output torque[kW/rpm] : 300/3000</p> <p>Max output power [Nm/rpm] : 170</p> <p>Emission standard : Euro 4</p> <p>Transmission type : 6-speed automated mechanical transmission</p> <p>Chassis steering system</p>	5 Units	

			<p>Front suspension type : Double wishbone independent front suspension with transverse stability rod</p> <p>Rear suspension type : Multi-link independent rear suspension with transverse stability rod"</p> <p>Assistance type : Electro-hydraulic power steering system</p> <p>Safety device</p> <p>Intelligent front-row double airbags (two-stage initiation)</p> <p>Front-row knee double airbags</p> <p>Front-row side airbag</p> <p>Side air curtain</p> <p>Front-row three-point constrained mechanical pretightening safety belt (height is adjustable)</p> <p>Warning for without tying safety belt in the front row</p> <p>Rear-row three-point mechanical safety belt</p> <p>Rear-row children seat fixing device</p> <p>Front and rear electric anti-clamping car windows</p> <p>Electric anti-clamping skylight</p> <p>Car body anti-theft system</p> <p>Engine anti-theft system</p> <p>Direct type tyre pressure alarm system</p> <p>Front and rear parking radars</p>		
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				Parking assistance Locking of steering column ABS+EBD Electrical parking brake(EPB)--including HAC function" Traction control system (TCS) Brake assistance system (BAS) Controlled deceleration for parking break Electronic stability program(ESP) Automatic brake prefill (ABP) Automatic emergency braking (AEB) Lane Departure Warning (LDW) Adaptive cruise control (ACC) + measure for facing collapse" AUTO HOLD Comfortable device Leather four-spoke multi-function steering wheel Four-direction regulation of steering wheel Night vision system Intelligent access and startup system		
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				<p>Navigation</p> <p>Mechanical pointer type GPS calibration clock</p> <p>Leather seat with backrest bag</p> <p>8-direction electrical control for driver seat with electric lumbar support"</p> <p>4-direction electrical control for co-driver seat</p> <p>Driver seat memory function</p> <p>Front-and-rear-row seat heating</p> <p>Ventilation and massage functions of rear-row seats</p> <p>The angle of inclination of the two-side backrests of rear-row seats is adjustable</p> <p>Automatic anti-glare inside rear-view mirror</p> <p>Electrically folding and electrical control outside rear-view mirror with memory function</p> <p>Thermal insulation and anti-ultraviolet front and rear window glass</p> <p>Front and rear thermal insulation anti-infrared/uv car door windows"</p> <p>Defrosting and demisting for front and rear air windows</p> <p>Rear air window electric abat vent</p> <p>Rear-door manual abat vent</p> <p>Automatic air conditioning with three warm areas</p> <p>Automatic pendulum wind function of front-row central</p>		
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			<p>air outlet</p> <p>Electric trunk</p> <p>Vehicle-mounted heating box</p> <p>Standby power</p> <p>Lighting device</p> <p>High-strength xenon headlight</p> <p>Adaptive Front-lighting System (AFS)</p> <p>Headlight cleaning device</p> <p>Front and rear fog lamps</p> <p>High braking light</p> <p>Audible device</p> <p>Speaker</p> <p>USB</p> <p>Shark fin type antenna</p> <p>Bluetooth system voice recognition function</p> <p>Bluetooth conversation microphone</p> <p>5% Spare Parts</p> <p>A set of Auto digital diagnostic equipment and a set of Special maintain tools for 5 Hongqi H7 3.0L Elegant type cars</p>		
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