

SECTION 3

SECTION A of SPECIAL CONDITIONS



SECTION 3

SECTION A of SPECIAL CONDITIONS

Sub-Clause 1.1.1 Commencement Date

The sentence shall be entirely replaced with the following:
"Commencement Date means the date defined in the PREAMBLE."

Sub-Clause 1.1.11 Defects Liability Period

The sentence shall be read as below:
"Defect Liability Period" means three hundred sixty-five (365) days following Taking-Over, during which the Contractor is responsible for making good defects and damages in accordance with Clause 30.

Sub-Clause 2.1 The Engineer's Duties

Add following sentences:
"The Engineer requires the consent of the Employer before exercising the following duties:
(a) Sub-Clause 4.1 Subcontracting
(b) Sub-Clause 23.1 Order to Suspension
(c) Sub-Clause 29.2 Taking-Over Certificate
(d) Sub-Clause 31.1 Engineer's Right to Vary
(e) Sub-Clause 36.1 Use of Provisional Sums.

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of Engineer, an emergency occurs affecting the safety of life or the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such Instruction of the Engineer. The Engineer shall determine an addition to the Contract Price and shall notify the Contractor accordingly, with a copy to the Employer."

Sub-Clause 6.6 Operation and Maintenance Manuals

Operation and maintenance manuals shall in the Chinese and English languages.

Sub-Clause 6.9 Manufacturing Drawings

The Contractor is required to disclose to the Engineer or the Employer confidential information as follows:

They shall not, without the consent of the Contractor, be used, copied or communicated to a third party by the Employer and the Engineer unless necessary for the purpose of the Contract.

Sub-Clause 8.1 General Obligations

The following facilities will be provided by the Employer:

The following facilities will be provided following rates:

Sub-Clause 10.1 Performance Security

The Contractor shall obtain a Performance Security of an amount of equivalent to ten percent (10%) of the Contract Price including local portion.

Sub-Clause 14.1 Contractor's Equipment

The following items of Contractor's Equipment will be provided free of charge by the Employer for the Contractor's use:

Sub-Clause 33.2 Method of Application

Substitute the following in place of paragraph (a):

"(a) in respect of the progress of the Works shall be done by Sub-Clause 33.1 in PREAMBLE and relevant Sub-Clauses, and"

Sub-Clause 33.5 Payment

All sentence shall be replaced with the following:
"The Contract price shall be paid by the payment procedures defined in PREAMBLE."

Sub-Clause 33.6 Delayed Payment

The interest rate for delayed payment is zero percent (0%).

Sub-Clause 33.8 Payment by Measurement

This Sub-Clause shall be substitute for the payment procedures defined in PREAMBLE."

Sub-Clause 48.1 Customs and Import Duties

Delete the Sub-Clause in its entirety and substitute for Appendix 3.

Sub-Clause 50.2 Arbitration

Delete the following from 4th line in the first paragraph,
"be finally settled by arbitration in connection with such other rules as are specified in Part II."
and substitute for as below:
"shall be finally settled under the rules and procedure of the Chinese Arbitration Agency by an arbitral tribunal consisting of three arbitrators. Such arbitration shall take place in Shanghai, China and be conducted in the Chinese language."

Appendix 3

Customs and Import Duties

The provisions of Contract Sub-Clause 48.1 (Customs and Import Duties) is defined as follows.

- (a) The Contractor shall be entitled to import free of customs charge for machinery, equipment, tools, construction materials or other kind of materials, fuel, cars, metallic structures, self-propelled vehicles, instrument, spare parts and accessories, office supplies, stationery, household furnishings to be used by construction personnel or for the construction, installation and operation of modern camps and other articles, accessories or fixtures necessary in the Works covered by this Contract. The importation of the goods covered under the Contract will not be subject to any duty, assessment, tax or charge due to documents required by Customs Authorities except that those port charges for storage and handling shall be paid by the Contractor.
- (b) The Contractor shall take necessary steps with the proper authorities to obtain the customs exemptions. The Contractor shall submit to the Employer a complete list of the goods to be imported into the country under the Contract prior to making application for customs exemptions. The Employer will stamp the lists of goods to be imported to assist the Contractor.
- (c) Goods imported under the Contract shall not be used for purposes other than those expressly stated in the Contract. The Contractor shall not sell, cede, transfer, not relinquish possession in any manner within the boundaries of China any of the goods imported under the Contract, even though this Contract shall have been rescinded, resolved, lapsed or terminated, without previously paying all taxes thereof. The Contractor shall post a bond equal to the value of import duties, taxes, etc. from which he has been exempted in order to assure that the goods will be re-exported. The bond term shall be sufficient to cover the period that the goods are likely to be in China.

(d) The goods imported under the Contract and which have not been consumed or destroyed may be exported free of duties, provided that such re-export takes place within 12 months following the date when for any legal reason the Contract is terminated. After this 12 month's period the Contractor will have to pay the corresponding taxes.

(e) At intervals of 6 months after signing the Contract, the Contractor shall submit statements listing all the equipment and materials imported in accordance with the Contract stipulated in this paragraph and still available for use in China. The final payment may be withheld until the Contractor submits valid proof that the equipment and any excess materials have been disposed of in accordance with the requirements stipulated herein.

Appendix 4

FORM OF COMPLETION CERTIFICATE

Loan No. :
Contract No. :
Date. :

To : *(Name and address of Contractor)*

Dear Sirs,

Pursuant to Sub-Clause 28.9 (Test Certificate) of the Conditions of the Contract entered into between yourselves and the Employer dated relating to the

.....,
we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract. However, the Contractor shall be responsible for care and custody of the said part(s) of Facilities together with the risk of loss thereof on the date mentioned below, until the issue of the Taking-Over Certificate by the Employer.

1. Description of the Facilities of part thereof
2. Date of Completion.....

The Contractor is required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor your obligations during the Defects Liability Period.

Very truly yours,

Title

(Engineer/Employer's Project

Manager)

Appendix 5

7. FORM OF TAKING OVER CERTIFICATE

Contract No. :
Contractor :
Title :
Location :
Scope of Works :
Date of acceptance tests:

This is to certify that the above works as required in the contract between *(the Employer)* and _____ *(contractor)* under the contract No. _____ dated _____ have been completed for operation upon completion required under the terms of the contract.

This certificate does not relieve the Contractor to undertake the proper repair, replacement and completion of such pending work to the complete satisfaction of the Employer.

The issuance of this certificate shall not relieve the Contractor from any of its obligations under the contract nor shall it constitute a waiver of any of the Employer's rights under the contract including but not limited to Conditions of Contract, Defect Liability, Bank Guarantee for Performance, Liquidated damages and Final Acceptance Certificate.

Works within this contract which are not listed above or on previous Taking Over Certificates are not yet taken over.

The items of work, associated with this Taking Over Certificate which remain to be completed to the approval of the Owner during the warranty period are shown on the attached Pending item lists.

This certificate shall be effective on _____ and the Defect Liability Period shall be deemed have commences on this date.

For and on behalf of
 (The Contractor)

For and on behalf of
 (The Employer/Engineer)

Contractor's Representative

____ (Name of Contractor's Representative) ____

The PROJECT MANAGER

____ (Name of the Project manager) ____

Appendix 6

FORM OF FINAL ACCEPTANCE CERTIFICATE

Contract No. :
 Contractor :
 Title :
 Location :
 Scope of Works :

1. Description of works being finally accepted :

- All works specified within the Contract.
- Date of acceptance test : _____

2. Value of works being finally accepted :

		Basic price	Tax
- Total contract value of works covered by this certificate	Foreign portion RMB portion		
- Payment certified to date	Foreign portion RMB portion		
- Balance due upon issuance of this certificate	Foreign portion RMB portion		

3. This Final Acceptance Certificate certifies that the above works have been fully completed and warranty under contract no. _____ dated _____ has been satisfactorily performed by the Contractor for _____ months of the Defect Liability period and finally accepted by Employer.

4. The Employer acknowledges receipt of the following affidavit and statements from the Contractor as follows :

a.

b.

c.

etc.

5. Upon receipt of this Final Acceptance Certificate the Contractor will submit to the Employer an application for releasing the bank Guarantee for Performance.

6. By signing this certificate, the Contractor releases the Employer, every officer and agent thereof, from all claims and obligations relating to this contract except for returning of the Bank Guarantee for Performance as stated in paragraph 5 here in above.

For and on behalf of
 (The Contractor)

Contractor's Representative

 (Name of Contractor's Representative)

For and on behalf of
 (The Employer/Engineer)

The PROJECT MANAGER

 (Name of the Project manager)



SECTION 4

SECTION B of SPECIAL CONDITIONS



SECTION 4

SECTION B of SPECIAL CONDITIONS

Sub-Clause 10.4 Guarantee for Advance Payment

Add following as new sub-clause.

“The Contractor shall furnish the Employer with his Guarantee for Advance Payment issued by a bank as stated in Sub-Clause 10.1 in the same amount and currency as Advance Payment, the arrangement of which are set forth in Clause 33 hereof.

The Guarantee for Advance Payment shall be operated in the Form (Appendix 1).

The Guarantee for Advance Payment shall be redeemed in portion to payments on shipment and by the Interim Certificates by the Engineer and release upon issuance of the Taking-Over Certificate of the last Taking-Over Certificate being issued more than one (1) in number pursuant to Clause 29 (Taking-Over), then this obligation shall be null and void, otherwise remain in full force and effect.”

Sub-Clause 11.3 Physical Obstructions and Conditions

Add the following to the Sub-Clause.

“The Contractor shall have no claim to any extra payments as a result of any variation to his programme found necessary or change in rate of progress caused by poor ground conditions.”

Sub-Clause 12.3 Revision of Programme

The Sub-Clause shall be fully replaced with the following:

“The Contractor shall revise the approved Programme and submit to the Engineer for his approval, if the progress of the Works does not conform to the previously approved Programme or if the Engineer requests the Contractor to revise the previously approved Programme.”

Sub-Clause 13.1 Contractor's Representative

Add the following sentence as the second paragraph of this Clause.

"At least one of the representatives shall be on the Site during all working hours."

Sub-Clause 17.4 Consents and Wayleaves

Substitute the following in place of Sub-Clause 17.4.

"The Employer shall, in time to allow the Contractor to proceed with the Works in accordance with the approved programme, obtain all consents, wayleaves and approvals required in connection with the Regulations and By laws of local or other authority which shall be applicable to the Works. However, the Employer will not be liable for any losses, costs or delays arising from the late submission of documents or submission of incorrect or incomplete documents relating to the Works from the Contractor."

Sub-Clause 17.5 Import Permits and Licences

Add the following sentence as second paragraph of this Sub-Clause.

"The Employer will not be liable for any losses, costs or delays arising from late submission of documents or submission of incorrect or incomplete documents from the Contractor."

Sub-Clause 18.3 Working Hours

Add the following sentence at the last.

"In the event that the Contractor proposes that another contractor be requested to carry out his works at other times over the normal working hours so as to complete the Contractor's Works or otherwise, the extra cost, together with profit, shall be born by the Contractor."

Sub-Clause 18.5 Rates, Wages, Hours and Conditions of Labour

Add following as new sub-clause.

"The Contractor shall pay rates of wages of labour not less favorable than the general level of wages. Hours and conditions observed by other employees whose general circumstances in the trade or industry in which the Contractor is engaged are similar. The Contractor shall effectively control all labour engaged in pursuance of the Contract and in compliance with the requirements of the Government labour regulation."

Sub-Clause 18.6 Other Conditions

Add following as new sub-clause.

"The Contractor shall observe conditions of employment for the labour employed on the work not less than favorable than is customary for the trade or industry in the district where the work is carried out and he shall pay wages at not less than the rates customary for the district or in those areas within the jurisdiction of Local Authorities. The terms and conditions of employment as are determined by such Authorities shall apply. The Employer may, if he thinks it necessary to do so, pay any arrears of wages due to workmen employed by the Contractor and he shall deduct the amount of such payments from moneys due or become due to the Contractor.

The Contractor's attention is drawn to the latest Local Labour Law on minimum wage rates, term and conditions of employment, etc.

The Contractor shall acquaint himself with and comply with Immigration Regulations governing the admission of personnel into China, and due attention shall be given to the time required to obtain entry permits for expatriate staff.

The Contractor shall use Chinese personnel whenever such suitable qualified personnel are available."

Sub-Clause 18.7 Reports on Accidents

Add following as new Sub-Clause.

"The Contractor shall within twenty-four (24) hours of the occurrence of any accident at or about the Site or in connection with the execution of the Works report such accident to the Engineer. The Contractor shall also report such accident to the competent authority whenever such report is required by the Law."

Sub-Clause 19.1 Manner of Execution

The Sub-Clause shall be replaced with the following.

"All Plants to be supplied and all works to be done under the Contract shall be manufactured and executed in the manner set out in the Specifications or, where are not so set out, to the satisfaction of the Engineer, and all the Works on Site shall be carried out in accordance with such reasonable direction as the Engineer may give."

Sub-Clause 24.1 Payment in Event of Suspension and Clause 24.3 : Prolonged Suspension

Those Sub-Clauses shall be completely deleted.

Sub-Clause 28.4 Facilities for Tests on Completion

The Sub-Clause shall be entirely deleted.

Sub-Clause 29.1 Taking-Over

Add "Unless agreed by the Engineer, no Section of the Works will be taken over by the Employer prior to the date given in the approved Programme."

Sub-Clause 29.4 Interference with Tests on Completion

The last paragraph shall be replaced with the following:

“Any additional expense to which the Contractor may be put in making the said test during the Defect Liability Period pursuant to this Sub-Clause shall be included in the Contract Price.”

Sub-Clause 37.3 Contractor's Risks

Add the following to the end of the Sub-Clause.

“The Contractor shall be fully responsible for accidents specified in Sub-Clause 41.1 and for insurance specified in Clause 43 regardless of this Sub-Clause.”

Sub-Clause 43.9 Insurance by the Laws of China

Add following as new sub-clause.

All insurance necessary to comply with the Laws of China shall be effected and maintained by the Contractor who shall, when requested by the Engineer, produce copies of all such policies and receipts for payment of current premiums. The Contractor shall also ensure that all his sub-contractors have effected such insurance and when requested by the Engineer the Contractor shall produce all such policies and receipts of payment of current premiums.

Sub-Clause 44.6 Damage Caused by Force Majeure

Add "The Contractor shall promptly submit such value with the detailed evidence for certification of the Engineer under Sub-Clause 34.1."

Sub-Clause 45.4 Payment after Termination

Add "If amount of such extra cost shall exceed the sum which have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a debt by the Contractor to the Employer and shall be recoverable accordingly."

SECTION 5

SPECIAL CONDITIONS of AFL Substations



1. The first part of the document is a list of names and addresses.



SECTION 5

SPECIAL CONDITIONS of AFL Substations

“Special conditions of AFL Substations” shall be pursuant to Part III-1(Condition of Contract for Airside Civil Works).



JAPAN INTERNATIONAL COOPERATION AGENCY (JICA)

SCIENCE AND TECHNOLOGY COMMISSION OF
SHANGHAI MUNICIPAL PEOPLE'S GOVERNMENT,
PEOPLE'S REPUBLIC OF CHINA

**DETAILED DESIGN
OF
SHANGHAI PUDONG INTERNATIONAL
AIRPORT
FINAL REPORT**

**VOLUME III
TENDER DOCUMENT**

**PART III -3
CONDITION OF CONTRACT
FOR
EQUIPMENT PURCHASE
(FIRE FIGHTING AND RESCUE FACILITIES)**

SEPTEMBER 1997

**NIPPON KOEI CO., LTD.
NIKKEN SEKKEI LTD.**



**PEOPLE'S REPUBLIC OF CHINA
SHANHAI MUNICIPAL PEOPLE'S GOVERNMENT**

**SHANGHAI PUDONG INTERNATIONAL AIRPORT PROJECT
FINAL REPORT**

**TENDER DOCUMENT
PART III-3
CONDITION OF CONTRACT
FOR
EQUIPMENT PURCHASE
(FIRE FIGHTING AND RESCUE FACILITIES)**

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SECTION 7 PERFORMANCE SECURITY FORM

APPENDIX A FORM OF LETTER OF AUTHORITY FROM MANUFACTURER

APPENDIX B LIST OF ELIGIBLE COUNTRIES

1. The first part of the document is a letter from the President of the United States to the Congress, dated September 17, 1787.

2. The second part is a report from the Committee on the Constitution, dated September 17, 1787.

3. The third part is a report from the Committee on the Constitution, dated September 17, 1787.

4. The fourth part is a report from the Committee on the Constitution, dated September 17, 1787.

5. The fifth part is a report from the Committee on the Constitution, dated September 17, 1787.

6. The sixth part is a report from the Committee on the Constitution, dated September 17, 1787.

7. The seventh part is a report from the Committee on the Constitution, dated September 17, 1787.

8. The eighth part is a report from the Committee on the Constitution, dated September 17, 1787.

9. The ninth part is a report from the Committee on the Constitution, dated September 17, 1787.

10. The tenth part is a report from the Committee on the Constitution, dated September 17, 1787.

11. The eleventh part is a report from the Committee on the Constitution, dated September 17, 1787.

12. The twelfth part is a report from the Committee on the Constitution, dated September 17, 1787.

13. The thirteenth part is a report from the Committee on the Constitution, dated September 17, 1787.

14. The fourteenth part is a report from the Committee on the Constitution, dated September 17, 1787.

SECTION 1

GENERAL CONDITIONS OF CONTRACT



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GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all of the equipment and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means installation, commissioning, provision of technical assistance training and other such obligations of the Supplier covered under the Contract;
- (e) "The Purchaser" means the Organization purchasing the Goods named in the Special Conditions of Contract;
- (f) "The Supplier" means the individual or firm named in the Special Conditions of Contract, supplying the Goods under this Contract; and
- (g) "IFI" means the International financial Institution as named in the Special conditions of Contract.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin

3.1 All Goods and ancillary Services supplied under the contract shall have their origin in the member countries and territories eligible under the rules of the IFI financing the Contract. These rules are explained under the Special Conditions of Contract.

3.2 For purposes of this Clause "Origin" means the place where the Goods were mined, grown or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing or substantial major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose of utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical specification, and, when no applicable standard is mentioned, to authoritative standard appropriate to the good's country of origin and such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, of any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in para 5.1. except for purposes of performing the contract.
- 5.3 Any document, other than the Contract itself, enumerated in para 5.1. shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the contract if so required by the Purchaser.

6. Patent Rights

- 6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial, design rights arising from use of the Goods or any part thereof in China.

7. Performance Security

- 7.1 Within 30 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the Amount specified in the Special conditions of Contract para 3.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- 7.3 The Performance Security shall be denominated in the currency of the contract or

in another freely convertible currency acceptable to the Purchaser, and shall be in the form of a Bank guarantee, issued by a bank located in China or abroad acceptable to the Purchaser, and in the form provided in the Bidding documents or another form acceptable to the Purchaser.

7.4 The performance Security will be discharge by the Purchaser not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

8. Inspection and Tests

8.1 The Purchaser or its representative accompanied by appointed Consultant shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted.

The Purchaser shall notify the supplier in writing of the indentify of any representatives retained for these purposes.

8.2 The inspection and tests may be conducted on the premises of the supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance-including access to drawings and production date, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Technical specifications, the Purchaser may reject them and the Supplier shall either replace the reject Goods or make all alterations necessary to meet requirements of the Technical Specification, free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in China shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in Clause 8 shall in any way release the supplier from any Warranty or other obligations under this Contract.

9. Packing

9.1 The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination in China as indicated in the Contract. The packing shall be sufficient to withstand rough

handling during transit and exposure to conditions in the tropics which may include extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the package shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to Clause 18, in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods and documentations shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and the Special conditions of contract.

10.2 For purposes of the contract, "CIF" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.

11. Insurance

11.1 All Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of contract.

11.2 The Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary.

12. Transportation

12.1 Transportation of the Goods to the port of entry shall be arranged and paid for by the supplier and the cost thereof shall be included in the Contract Price.

12.2 Transportation of the Goods from port of entry for imported goods to the Purchaser's warehouse shall be arranged by the Supplier and the cost thereof shall be included in the contract Price.

13. Incidental Service

13.1 As specified in the special Conditions of Contract and/or Technical specification the supplier is required to provide any or all of the following services:

- (a) Performance of supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied Goods for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this Contract; and
- (e) Conduct of training of the Purchaser's Personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

13.2 prices charged by the Supplier for the preceding incidental services, shall be included in the contract price for the Goods.

14. Spareparts

14.1 As specified in the special conditions of contract, the supplier may be required to provide the following materials and notifications pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any Warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if and when requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent

improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Technical Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.

- 15.2 This warranty shall remain valid for 12 (twelve) months after the Goods, have been delivered (and commissioned) to the final destination indicated in the Contract, or for 18 (eighteen) months after the date of shipment from the port of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs of the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced goods or parts from the port of entry to the final destination.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 16.2 The supplier's request(s) for payment shall be made to be Purchaser in writing; accompanied by an invoice describing, as appropriate, the Goods delivered and services performed, or by shipping documents, submitted pursuant to Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the Purchaser within sixty (60) days of submission of an invoice/claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the Special Conditions of Contract subject to the following general principle : Payment will be made in the currency or currencies in which the Contract has been stated in the Supplier's bid, as well as in other currencies in which the Supplier had indicated in its bid that it intends to incur

expenditures in the performance of the Contract and wishes to be paid.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and services performed under the contract shall not vary from the prices quoted by the Supplier in its bid.

18. Change Orders

18.1 The Purchaser may make changes in any one or more of the following by a written order given to the Supplier:

- (a) the method of shipment or packing; or
- (b) the place delivery; or
- (c) the services to be provided by the Supplier

18.2 If any such change causes an increase or decrease in the cost of, or the time required for the Supplier's performance of any part of the work under the Contract, whether changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the contract shall accordingly amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to clause 18, no variation in or modifications of the terms of the contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The supplier shall notify the Purchaser in writing of all sub-contracts awarded under this contract if not already specified in his bid. such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

21.2 Subcontracts must comply with the provision of Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.

22.2 An unexecuted delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.

22.3 If at any time during performance of the contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.

23. Liquidated Damages

23.1 Subject to clause 25, if the Supplier fails to deliver any or all the Goods or perform the Services within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed services for each week or part thereof of delay of 8 % of the contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

24. Termination for Default

24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser pursuant to Clause 22;

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to para 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be

liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provision of Clause 22, 23 and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

25.2 For purposes of this Clause "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

25.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Purchaser, may at any time terminate the contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, may by written notice sent to the Supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of intermination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice termination shall be purchased by the Purchaser at the

contract terms and prices. For the remaining goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices:
and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or disputes arising between them under or in connection with the contract.

28.2 If, after 30 (thirty) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration. The precise mechanism shall be specified in the Special Conditions of Contract.

29. Governing Language

29.1 The contract shall be written in the language of the bid, as specified by the Purchaser in the Instructions to Bidders. Subject to Clause 30, that language version of the Contract shall govern its interpretation.

All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in that same language.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with the laws of China.

31. Notices

31.1 Any notice given by one party to the other pursuant to the Contract shall be sent in writing or by facsimile transmission and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

31.2 A notice shall be effective when delivered or on its effective date, whichever is later.

32. Taxes and Duties

32.1 The supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies for imported Goods imposed outside China.



SECTION 2

SPECIAL CONDITIONS OF CONTRACT



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SECTION 2 : SPECIAL CONDITIONS OF CONTRACT

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SECRET

CONFIDENTIAL



SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General conditions of Contract.

The corresponding clause number of General Conditions is indicated in parentheses.

1. Definition (Clause 1)
 - (a) Purchaser is The Shanghai Municipal People's Government.
 - (b) Supplier is
 - (c) The IFI is Overseas Economic Cooperation Fund of OECF.

2. Country of Origin (Clause 3)
 - All countries as listed in APPENDIX B.

3. Performance Security (Clause 7)

The Performance Security shall be in the amount of 10% (ten percent) of the Contract Price, in the form of a bank guarantee or bond.

4. Inspection and Tests (Clause 8)

The following inspections and test are required:

 - (a) Inspection and test to all supplied goods on delivery at the Purchaser's warehouse prior to acceptance.

5. Packing (Clause 9)
 - (a) The spare parts should be packed in wooden case for each unit of the equipment supplied.

6. Delivery and documents (Clause 10)
 - (a) For Imported Goods

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The supplier shall forward the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) Original and three copies of the Supplier's invoice showing description, quantity, unit price, total amount of the Goods;
- (ii) Original and two copies of the negotiable, clean on board bills of lading marked freight prepaid and two copies of non-negotiated bills of lading;
- (iii) Original and three copies of the packing list identifying contents of each package;
- (iv) Original and three copies of manufacturer/Supplier's guarantee certificate;
- (v) Original and three copies of Insurance Certificate;
- (vi) Original and three copies of Inspection Certificate/Supplier's factory inspection report; and
- (vii) Original and three copies of certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of Goods at the port of entry and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (Clause 11)

The insurance shall be in an amount equal to 110 (one hundred and ten) percent of the CIF value of the goods from "warehouse to warehouse" on "all risk" basis including War Risk and Strike clauses.

8. Incidental Services (Clause 12)

The following services covered under Clause 12 shall be furnished:

- (a) Performance of start up and demonstration of the certain equipment.
- (b) Furnishing of a detailed Operation and Maintenance Manual and Part Manual/Part Catalogue of the supplied goods per each unit supplied.
- (c) Conduct of training of the Purchaser's personal (both operator and Mechanic regarding to:
 - Equipment characteristics;
 - Operation manuals usage;
 - Maintenance manuals usage;
 - Workshop manuals usage;
 - Usage of special tools for repair and maintenance;
 - Part manual/catalogue usage

The training for items of Package should be carried out at the Purchaser's Warehouse.

Supplier's personnel proposes for the assignment must be fully qualified and

experience.

The cost shall be included in the Contract Price.

Periodic maintenance and/or repair of the supplied goods will be the user responsibility.

9. Spare Parts (Clause 14)

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare such as gasket, plugs, washers, belts, etc. Other spare parts and components shall be supplied as promptly as possible but in any case within six months of placement of order.

10. Warranty (Clause 15)

(a) The Supplier in this clause shall mean the manufacturer of the supplied goods.

(b) The Warranty period shall be 1,200 hours of operation or 12 months from the date of commissioning whichever occurs earlier.

11. Payment (Clause 16)

11.1 Price of Goods (CIF Price/Ex.factory + costs of inland delivery) will be paid by OECF through "Commitment Procedure" for imported goods in the following manner:

(a) For imported goods

(i) On shipment: 80% (eighty percent) of the CIF Price of the Goods shipped shall be paid through irrevocable confirmed Letter of Credit which should be applied by the Supplier to Bank of China for 100% of Price of Goods, upon submission of documents specified in clause 6 of Special Conditions of Contract; and

(ii) On receipt of goods: 20% (twenty percent) of the CIF Price of Goods received and 100% of cost of inland delivery and amount of levied taxes and duties shall be paid upon submission of claim supported by the Acceptance Certificate issued by the Purchaser.

11.2 Before issuing the final Acceptance Certificate of Contract, the Supplier should furnish a Bank Guarantee in the amount of 5% of the Contract Price to guarantee the implementation of the training program.

12. Resolution of Disputes (Clause 28)

The formal dispute resolution mechanism to be applied pursuant to Clause 28 of the General Conditions of Contract shall be as follows:

- (a) in the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

13. Notices (Clause 31)

The address for any notice given pursuant to this contract as follows:

The Purchaser :

The Supplier :

14. Tax and Duties (Clause 32)

The suppliers shall be liable for all taxes and duties necessary and incidental to the due and lawful prosecution of the work in accordance with any and all laws, ordinances, regulations, orders, decrees, and notices of the People's Republic of China.

SECTION 3

SCHEDULE OF REQUIREMENT



1. All Vehicles shall be Delivered before June 1999



SECTION 4

BID FORM AND PRICE SCHEDULES



BID FORM

NO. :

Date :

Loan No. :

To :

Gentlemen,

Having examined the Bidding Documents including Addenda No., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the whole of said package in conformity with the said Bidding Documents for the sum of say in of such other sums as may be ascertained in accordance with the Price Schedule attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the package specified in the Contract. Delivery will be delivered within days calculated from the date of the Verification of the Contract by Overseas Economic fund of Japan.

If our bid is accepted we will obtain the guarantee of a bank in a sum not exceeding than 10% (ten percent) of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for a period of (.....) days from the date fixed for bid opening under Clause 22 of the Instructions to Bidders and is shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until formal contract documents are prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Date days of 199

Signature

Duly Authorized to sign bid for and behalf of



PRICE SCHEDULE FOR GOODS TO IMPORTED

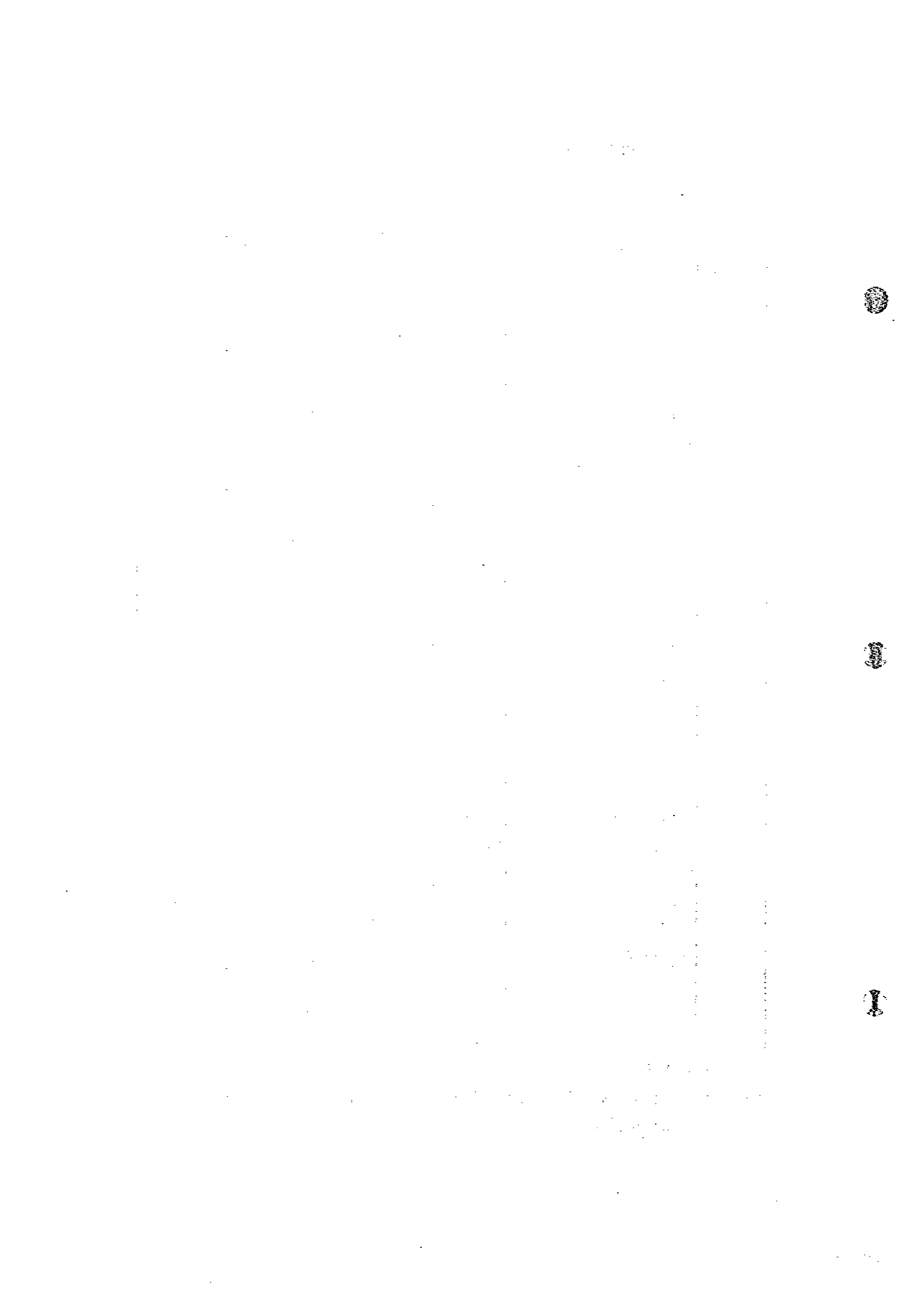
Name of Bidder _____

IFB No.: _____

PACKAGE ITEM	DESCRIPTION	COUNTRY OF ORIGIN	QUANTITY	PRICE (CIF)		COST OF SPAREPARTS (CIF)	COST OF INLAND DELIVERY AND TAXES DUTIES	TOTAL BIDPRICE (COL.6+7+8)
				UNIT PRICE	TOTAL			
1	2	3	4	5	6	7	8	9
I.1	<u>PACKAGE I</u> RIV(500/600)		1 Unit					
I.2	MJV(10000/1200)		4 Units					
				TOTAL BID PACKAGE I				
II.1	<u>PACKAGE II</u> RESCUE TRUCK		1 Unit					
II.2	DRY CHEMICAL FIRE EXTINGUISHER VEHICLE		1 Unit					
				TOTAL BID PACKAGE II				
III.1	<u>PACKAGE III</u> AMBURANCE (f)		2 Units					
III.2	RESCUE COMMANDERS VEHICLE		1 Unit					
III.3	MEDICAL SERVICE VEHICLE		1 Unit					
				TOTAL BID PACKAGE III				
GRAND TOTAL								

Signature of bidder _____

Note : 1) Cost of inland delivery (local transportation including cost of handling charge at destination)



SECTION 5

BID SECURITY FORM



BID SECURITY FORM

BANK GUARANTEE

1. WHEREAS
..... [Name of the Purchaser]
(hereinafter called the "Purchaser") has invited :
.....
..... {Name of the Bidder}
..... {Address of the Bidder}
(hereinafter called the "Bidder") to bid for the supply of
..... {Brief description of the Goods and Services}.

2. AND WHEREAS the bidder is bound by the Instructions to Bidders for the above mentioned supply, to provide to the Purchaser a Bid Security in the amount of (.....)
{The Amount of guarantee in Renminbi and /or other currency (ies) as specified in Bidding documents in word and figures}

3. NOW WE THE UNDERWRITERS responsible and representative of
{Name of the Bank}. having our registered office at :
.....
..... {Address of the Bank}
(hereinafter called the "Bank"), and fully authorized to sign and to incur obligations in the name of the Bank, hereby declare that the Bank guarantees the Purchaser the full aforesaid amount as the bid security of the Bidder submitting a Bid for the above mentioned supply dated
..... {The date of the Bid}

4. NOW THE CONDITIONS OF these obligations are :
 - 4.1 In the event the bidder shall withdraw the said Bid before the expiration of the period of bid validity specified by the Bidder on the Bid form or
 - 4.2 When the bid is accepted within the validity period of the Bid and the Bidder fails

or refuses :

- (a) to provide the required Performance Security, or
- (b) to sign the Contract,

we shall deliver the full aforesaid amount of this Bank Guarantee to the Purchaser, upon the Purchaser's first demand without delay within seven (7) days and notwithstanding any objections of the Bidder.

- 5. This Guarantee shall remain valid in full force and effect for a period of
..... (.....) {Number of days not less than the validity period specified in the Bidding Documents in words and figures} calendar days from the time and date of bid opening.
- 6. Any demand in respect here of should reach the Bank not later than 30 (thirty) days after this Bank Guarantee expire date mentioned in item 5.

As a declaration of good faith for this Guarantee. We, the underwriters, the legal representative of the Bank hereby sign and seal this Guarantee on the date of

.....

BANK SEAL

(Witness)

(Guarantor)

SECTION 6

CONTRACT FORM



CONTRACT FORM

CONTRACT No. :

For
The Supply

of

{Brief Description of Goods and Services}

for

THE SHANGHAI PUDONG INTERNATIONAL AIRPORT PROJECT
PROCUREMENT OF FIRE FIGHTING AND RESCUE VEHICLES AND
MISCELLANEOUS EQUIPMENT

CONTRACT AGREEMENT

THIS AGREEMENT made the..... day of 19....

Between {Name of Purchaser}

of {Address of Purchaser}

(hereinafter "the Purchaser") of the other part.

and {Name of Supplier}

of {Address of Supplier}

(hereinafter "the Supplier) of the other part.

WHEREAS the purchaser is desirous that certain Goods and ancillary Service should be provided by the Supplier, viz, {Brief Description of Good and Services} and has accepted a bid by the Supplier for the supply of those Goods and Services in the sum of :

CONTRACT VALUE :

PHYSICAL VALUE

Consists of :

- Loan portion :

- Sharing portion :

VALUE ADDED TAX (VAT)

Consists of :

- VAT Loan portion :

- VAT Sharing portion :

(hereinafter called "The Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in General and Special Conditions of Contract referred to.
2. The following document shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (a) the Bid Form and the Price Schedule;
 - (b) the Schedule of Requirements;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - (e) The Technical Specifications and Drawings; and
 - (f) Performance Security.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract, within (.....) days after the date of verification of contract by OECF, for Delivery.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defect therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in manner prescribed by the Contract.

In WITNESS hereof the parties hereto have caused this Agreement to be signed in their respective names the day and year first above written.

The Supplier

The Purchaser

(.....)

(.....)



SECTION 7

PERFORMANCE SECURITY FORM



PERFORMANCE SECURITY FORM

BANK GUARANTEE

1. WHEREAS [Name of the Purchaser]
(hereinafter called the "Purchaser") has awarded a Contract to:
..... {Name of the Supplier}
..... {Address of the Supplier}
(hereinafter called the "Supplier") for the supply of
..... {Brief description of the Goods and Services}.

2. AND WHEREAS the Supplier is bound by the said Contract to provide to the Purchaser a Performance Security in the amount of not less than 10 % (ten percent) of the Contract Price.

3. NOW WE THE UNDERWRITERS responsible and representative of the
.....
{Name of Bank}. having our registered office at :
..... {Address of Bank}
(hereinafter called the "Bank"), and fully authorized to sign and to incur obligations in the name of the Bank, hereby declare that the Bank guarantees the Purchaser the full amount of
.....
(.....)
{Amount of the guarantee in Renminbi and/or other currency (ies) as specified in the Contract in words and figures} equal to percent (..... %)
{The amount of the Guarantee in percentage of the Contract Price in words and figures} of the Contract Price.

4. NOW THE CONDITIONS OF these obligations are :
 - 4.1 After the Supplier has signed the aforementioned Contract with the Purchaser, the Bank is engaged to pay the Purchaser any amount up to and inclusive of the aforementioned full amount upon written order from the Purchaser to indemnify shortcomings of the Supplier or his failure to perform as required by the Contract mentioned above.
 - 4.2 The Bank shall deliver the money required by the Purchaser upon the Purchaser's

first demand without delay within seven (7) days and without the necessity of a previous notice of judicial or administrative procedures and without it being necessary to prove to the Bank the defects or shortcomings or failure to perform on the part of the Supplier.

5. This Guarantee is valid until the day of 19.....
6. Any demand in respect here of should reach the Bank not later than thirty (30) days after this Bank Guarantee expiry date mentioned in item 5.

As a declaration of good faith for this Guarantee we, the underwriters, legal representative of the Bank, hereby sign and seal this Guarantee on the day of 19.....

BANK SEAL

(Witness)

(Guarantor)

- APPENDIX :
- A. FORM OF LETTER OF AUTHORITY
FROM MANUFACTURER
 - B. LIST OF ELIGIBLE COUNTRIES



FORM No. 1

Name of CompanyLETTER OF AUTHORITY FROM MANUFACTURER

TO WHOM IT MAY CONCERN:

That we _____ a company duly organized under the laws
(Name of Company)_____ and having its principle places of business at
(Name of Contry)_____ do hereby make, constitute and appoint _____
(Address of Company) (Name of_____ a company dully organized under the laws of _____
Trading Company) (Name_____ and having its principal place of business at _____
of Country) (Address_____ to be our true and lawful attorney in fact to do
of Trading Company)
the following acts and deeds.To represent and bind us in The People's Republic of China, Shanghai Municipal,
People's Government, Invitation to Bid No. _____ for furnishing and
delivery of_____ for _____
(Description of item(s) to be supplied) (Name of Project)
which we manufacture or produce.That as manufacturer, we bind ourselves as co-maker of the bid are jointly and
severally responsible for the compliance of said bid.That we hereby give and grant unto the said _____
(Name Trading of Company)full power and authority to do and perform all and every act and thing whatsoever,
requisite, necessary and proper to be done in the premises, as fully, to all intents and
purposes, as we might or could do, with full power of substitution and revocation,
hereby ratifying and confirming all that _____ or its dully
(Name trading of Company)

authorized representative shall lawfully do, or cause to be done by virtue hereof.

IN TESTIMONY WHEREOF, we have hereunto signed this documents this
_____ day of _____ 199__

LIST OF ELIGIBLE SOURCE COUNTRIES

CATEGORY I - ORGANIZATION FOR ECONOMIC COOPERATION AND
DEVELOPMENT (OECD)

UNITED STATES OF AMERICA	ICELAND
CANADA	IRELAND
UNITED KINGDOM	AUSTRIA
FRANCE	SWITZERLAND
WEST GERMANY	PORTUGAL
ITALY	SPAIN
BELGIUM	GREECE
NETHERLANDS	TURKEY
LUXEMBOURG	JAPAN
SWEDEN	FINLAND
NORWAY	AUSTRALIA
DENMARK	NEW ZEALAND

CATEGORY II - DEVELOPING COUNTRIES

A. ASIA

BAHRAIN	MALDIVES
IRAN	NEPAL
IRAQ	PAKISTAN
ISRAEL	SRI LANKA
JORDAN	BRUNEI
KUWAIT	HONG KONG
LEBANON	INDONESIA
OMAN	KOREA REP.
QATAR	LAOS
SAUDI ARABIA	MACAO
AFGHANISTAN	MALAYSIA
SYRIA	PEOPLE'S REP. OF CHINA
UNITED ARAB EMIRATES	PHILIPPINES
YEMEN	SINGAPORE
YEMEN DEM, REP.	TAIWAN
MONGOLIA	THAILAND
BANGLADESH	VIETNAM SOC. REP.
BHUTAN	KOREA SOC. REP.
MYANMAR	
INDIA	

B. AFRICA

ALGERIA	MADAGASCAR
EGYPT	MALAWI
LIBYA	MALI
MOROCCO	MAURITANIA
TUNISIA	MAURITIUS
ANGOLA	MAYOTTE
BENIN	MOZAMBIQUE
BOTSWANA	NIGER
BURUNDI	NIGERIA
CAMEROON	REUNION
CAPE VERDE	RWANDA
CENTRAL AFRICA REP.	ST. HELENA
CHAD	SAO TOME AND PRINCIPE
COMOROS	SENEGAL
CONGO	SEYCHELLES
DJIBOUTI	SIERRA LEONE
EQUATORIAL GUINEA	SOMALIA
ETHIOPIA	SUDAN
GABON	SWAZILAND
GAMBIA	TANZANIA
GHANA	TOGO
GUINEA	UGANDA
GUINEA-BISSAU	BOURKINA FASCO
IVORY COAST	ZAIRE
KENYA	ZAMBIA
LESOTHO	ZIMBABWE
LIBERIA	NAMIBIA

C. AMERICA

BAHAMAS	CAYMAN ISLANDS
BARBADOS	DOMINICA
BELIZE	CRENADA
BERMUDA	MONTserrat
COSTA RICA	ST. CHRISTOPHER AND NEVIS
CUBA	ST. LUCIA
DOMINICAN REPUBLIC	ST. VINCENT
EL SALVADOR	TURKS AND COICOS ISLANDS
GUADELOUPE	VIRGIN ISLANDS (BR.)
GUATEMALA	ARGENTINA
HAITI	BOLIVIA
HONDURAS	BRAZIL
JAMAICA	CHILE

MARTINIQUE
MEXICO
NETHERLANDS ANTILLES
NICARAGUA
PANAMA
SAINT PIERRE AND MIQUELON
TRINIDAD AND TOBAGO
ANGUILLA
ANTIGUA
ARUBA

COLOMBIA
EQUADOR
FALKLAND ISLANDS
GUYANA FRENCH
GUYANA
PARAGUAY
PERU
SURINAM
URUGUAY
VENEZUELA

D. EUROPE

CYPRUS
GIBRALTAR
GREECE
MALTA

PORTUGAL
TURKEY
YUGOSLAVIA

E. OCEANIA

COOK ISLANDS
FIJI
KIRIBATI (GILBERD ISLANDS)
NEW CALEDONIA
VANUATU
NIVE ISLAND
PACIFIC ISLANDS
PAPUA NEW GUINEA

POLYNESIA FRENCH
SOLOMON ISLAND (BR.)
TOKELAU ISLANDS
TONGA
TUVALU
WALLIS AND FUTUNA
WESTERN SAMOA
NIUE





JICA