

**AGREEMENT¹ BETWEEN THE GOVERNMENT OF
INDIA AND THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH
REGARDING TELECOMMUNICATION
Dacca, 7 April 1973**

This Agreement made the seventh day of April 1973 between the President of India acting through the Ministry of Communications (P & T Board) (hereinafter called the "Indian Posts & Telegraphs") of the one part and the Government of the People's Republic of Bangladesh acting through the Bangladesh Ministry of Post, Telegraph and Telephone (hereinafter called the "Bangladesh Post, Telegraph and Telephone)" of the other part.

WHEREAS the Government of India and the Government of the People's Republic of Bangladesh have entered into a Credit Agreement on the 16th day of May 1972, whereby the Government of India will make available up to an amount of Indian Rupee one hundred million for importing from India goods of Indian manufacture and for paying for the cost of services provided by Indian Organisations as listed in Annexure I to the Credit Agreement.

And whereas Annexure I of the aforesaid Credit Agreement provides *inter alia* for supply of telecommunication equipment.

And whereas in pursuance of the terms of the aforesaid Credit Agreement, the Indian Posts & Telegraphs have agreed to supply to Bangladesh Post, Telegraph and Telephone, telecommunication equipment as may be mutually agreed to on the terms and conditions as provided for hereinafter.

Now these presents witness and it is hereby agreed by and between the Parties hereto as follows :

1. SCOPE OF AGREEMENT

- 1.1 The Indian Posts & Telegraphs shall supply to Bangladesh Post, Telegraph & Telephone, telecommunication stores and equipment as listed in appendix 'A' hereto on the prices

1. Came into force on 7 April 1973.

mentioned therein. Prices shown therein are based on the following terms :

- (i) book value (or the current purchase rate whichever is higher) plus
- (ii) store keeping charges of 6% plus
- (iii) surcharge of 10% on (i) and (ii) above plus
- (iv) handling and other incidental charges of 1.0%

1.2 This list of goods and services may be modified by way of additions, deletions or substitutions from time to time as may be mutually agreed between the two Governments.

2. DELIVERY OF MATERIALS :

2.1 All materials listed in appendix 'A' shall be delivered by the Indian Posts & Telegraphs to Bangladesh Post, Telegraph & Telephone as soon as possible but in any case not later than 31st December 1973.

3. TERMS OF DELIVERY :

3.1 Delivery of stores and equipment under this Agreement shall be effected either on f.o.b./f.o.r. Calcutta basis as decided by the nominated representative of the Indian Posts & Telegraphs or by road transport (ex-godown Calcutta) if so decided by the nominated representative of the Bangladesh P.T. & T.

3.2 Stores and equipment to be delivered under this Agreement shall be considered as delivered by the Indian Posts & Telegraphs and accepted by the Bangladesh P.T. & T. on the basis of despatch documents. The Indian Posts & Telegraphs will forward to Bangladesh Post, Telegraph and Telephone the following documents for rail/ship/road transported equipment :

- (a) Rail Transport—Copies of invoices in duplicate and detailed lists of material consigned.
- (b) Ship Transport—Copy of bill of lading with list of material.
- (c) Road Transport—Copy of way bill granted by the road transport agency with the list of material.

3.3 The Indian Posts & Telegraphs shall inform the Bangladesh Post, Telegraph and Telephone about the transport of the

equipment either by rail or ship, as soon as they are despatched.

4. TERMS OF PAYMENT:

Payment for the materials and equipment under this Agreement shall be effected by the Bangladesh Post, Telegraph and Telephone under the credit granted in accordance with the Indo-Bangladesh Credit Agreement dated 16.5.1972. To effect the above payment, Bangladesh Post, Telegraph and Telephone shall arrange to issue letters of authority from the Ministry of Finance, Government of the People's Republic of Bangladesh to the State Bank of India, Calcutta, to pay the Indian Posts & Telegraphs invoices/bills preferred by the Indian Posts and Telegraphs bearing the specific endorsement of "To be met out of the Indo-Bangladesh Credit Agreement dated 16.5.1972" and duly signed by person/persons nominated and authorised by the Indian Posts & Telegraphs in this regard. The payment for material and equipment delivered shall be effected out of those letters of authority by the State Bank of India, Calcutta, against the following documents :

- (1) Bill in triplicate showing details of the claims for the materials and equipment.
- (2) Copies of despatch instructions (including the original) namely invoices/bills of lading/ way bill from the road transport agency as the case may be.

5. OTHER TERMS AND CONDITIONS:

- 5.1 The Parties accept all the provisions of the Credit Agreement dated 16.5.1972 with the same force and effect as if they have been fully set forth herein.
- 5.2 The Parties shall nominate their representatives who will be fully authorised to execute the various terms of this Agreement. The names of the representatives, their designation and addresses shall be intimated by both the Parties to each other.
- 5.3 The Indian Posts & Telegraphs and the Bangladesh Post, Telegraph and Telephone shall be respectively responsible for timely obtaining of export and import licences on receipt of appropriate notification from the other Party.
- 5.4 Any amendments and addenda to this Agreement shall be valid only if done in written form and signed by the Parties.

5.5 All correspondence connected with this Agreement shall be in English and sent to the address as given hereunder :

INDIAN POSTS & TELEGRAPHS
Deputy Director-General (MM)
Office of the Director-General
Posts & Telegraphs
Dak Tar Bhawan, Parliament Street
New Delhi - 1

BANGLADESH POST, TELEGRAPH AND TELEPHONE
Deputy Director-General (P&D)
Office of the Director-General
Bangladesh Telegraph & Telephone Department
Sher-e-Bangladesh Nagar, Dacca-15

This Agreement has received approval of the Government of India and the Government of the People's Republic of Bangladesh.

This Agreement is signed in two originals in the English language, both texts being equally authentic. One signed copy is to be held by the Indian Posts & Telegraphs and the other by the Bangladesh Post, Telegraph and Telephone.

IN WITNESS WHEREOF the Parties hereto have caused to be subscribed the signature of their authorised representatives at the city of Dacca the day and year first above written.

On Behalf of the
President of India

on Behalf of The Government of the
People's Republic of Bangladesh

Sd/-
S. DUTT
High Commissioner of
India in Bangladesh.
7.4.73

Sd/-
LOQMAN HUSAIN
Secretary
Ministry of Post, Telegraph and
Telephone
7.4.73

APPENDIX 'A'*LIST OF STORES AND EQUIPMENT TO BE SUPPLIED*

S.No.	Name of item	Rate	Quantity	Value	Other O/Hs.	Total
	2	3	4	5	6	7
1.	Magneto Desk set Telephones	218.60	1000	218600	38474	257074
2.	Copperweld Wire (242 lbs p.m.)	17.20 Kg	25	MTs430000	75680	505680
3.	Wire Fe. Galvanised (300 lbs. pm)	2.25 Kg	50	112500	19800	132300
4.	Engine Generator (Diesel 3 KVA Single Phase 230-AC	6876/E	15	103140	18152	121292
5.	(a) Auto telephones plan 103-Main	248/30E	200	49660	8741	58401
	(b) Auto telephones plan 103-Extension	140.50/E	200	28100	4946	33046
					Total	<u>1107793</u>

N.B. Packing charges will be extra at actuals. Insurance and freight charges if incurred will also be extra from Calcutta at actuals.