

Exchange Of Letters Regarding Radio-Telephone Link Between Nepal And India

June 24, 1968

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND HIS MAJESTY'S GOVERNMENT OF NEPAL FOR THE ESTABLISHMENT OF A 5-K.W. RADIO TELEPHONE LINK BETWEEN NEPAL AND INDIA

Kathmandu

The Government of India, hereinafter called the 'G.O.I.', and His Majesty's Government of Nepal, hereinafter called 'H.M.G.',

BEING desirous of cooperating with each other in promoting the development of internal and international Telecommunication facilities in Nepal,

HAVE agreed as follows :

Article 1

The G.O.I. agree to make available funds to the extent of Rs.11.8 lakhs (Rs. eleven lakhs and eighty thousand only) in Indian Currency for the Establishment of a 5-K.W. Radio Telephone Link between Kathmandu and Delhi, along with the material for standby power supply, transmission line, antenna and local leads at Kathmandu for extending the radio telephone circuit from the wireless stations to the Central Telephone Exchange, hereinafter, called "the Project".

Article 2

The G.O.I. will arrange execution of the Project through the Director General of P.& T., India.

Article 3

On completion of the Project as certified by the Engineer in charge, H.M.G. will take over the installations at Kathmandu and will be responsible for their maintenance and the operation of the link.

Article 4

Any modification in the Project, or its implementation, may be made in consultation between H.M.G. and the Indian Cooperation Mission, Nepal.

Article 5

H.M.G. will provide the necessary land and built up accommodation required for the Project at Kathmandu.

Article 6

H.M.G. will ensure that the goods, materials, equipment, machinery and transport which are brought into Nepal, or moved from one place to another within Nepal, are afforded expeditious transit within the territory of Nepal and are exempt from licensing requirement and from the payment of customs duties, taxes, cesses and levies of all kinds. The exemption shall also extend to the transport and India-based personnel working for the Project.

Article 7

H.M.G. will provide the foreign exchange needed for the purchase of machinery, materials, stores, equipment and vehicles for the Project against allotments made in Indian currency by the G.O.I.

Article 8

H.M.G. will make necessary security arrangements for the protection of the personnel as well as the materials, equipment, etc at the various sites of construction, transit and operations within Nepal.

Article 9

In the event of legal action arising from the activities undertaken in pursuance of the Project, H.M.G. will assume full responsibility for the defence of such action in Nepal and will take responsibility for the execution of the Project and will assure immunity from garnishment or any other legal process, of title to all contributions made for or property derived from the execution of the Project.

Article 10

This Agreement shall come into force with effect from the date on which it is signed and will remain in force until completion of the Project unless terminated earlier by either Party giving three months' notice in writing to the other Party.

IN WITNESS WHEREOF, we, the undersigned, being duly authorised by our respective Governments, have signed the Agreement.

DONE at Kathmandu in the English language in four original copies, all of which are equally authentic, on this Twenty fourth day of June, One thousand nine hundred and sixty eight.

Sd/-

M RAMUNNY

For the Government
of India

Sd/-

Dr BHEKH B. THAPA

For His Majesty's Government
of Nepal