

ARTICLE - II

(PROJECT)

Pursuant to Clause (iii) of the Guidelines for the construction and maintenance of the border bridges, the Project shall consist of construction of the bridge across the Sirsiya river with associated approach roads on a turnkey basis as per technical specifications agreed to by both GOI and HMG/N and enclosed as Annexure I.

ARTICLE - III

(EXECUTION OF THE PROJECT)

- 3.01 GOI agrees to execute this project through its agencies designated for the purpose. The executing agency shall make available to both GOI and to HMG/N quarterly progress reports of the project and annual programmes.
- 3.02 GOI shall endeavour to complete the project within 18 months from the date of active commencement of the project.
- 3.03 Within one month of signing of this Agreement, GOI and HMG/N shall both arrange to hand over the sites on their respective sides of the border to the consultant/contractor appointed by GOI for this project.

ARTICLE - IV

(LAND AND OTHER FACILITIES)

The two Governments shall make efforts to expedite the execution

and commissioning of the project. Keeping in view the necessity of expeditious and economical execution of the project, both sides agree to the following :-

4.01 Both sides shall make available to the consultant appointed by GOI for this project and contractors/sub-contractors appointed by the consultant, in good time, the necessary land for the project and ancillary facilities free of cost and free from all encumbrances and shall provide right of way. Building material required for the project shall be allowed to be quarried from suitable quarries within easy reach of the project site within the territory of either of the two countries, and shall be free of royalty, duties, taxes and other levies. However, these obligations shall remain subject to ecological and environmental considerations and needs.

4.02 The payment of compensation, if any, and settlement of claims and disputes arising from clause 4.01 shall be the responsibility of the country in which they lie. Grant assistance to be provided by GOI shall not include any payments made in respect of such claims and disputes.

4.03 The two governments shall provide the undermentioned facilities to the consultant appointed by the GOI for this project and contractors/sub-contractors appointed by the consultant, in respect of goods, materials, equipments, machinery, transport vehicles, etc. which are required for the execution of the project.

- (a) expeditious entry into and exit from their respective territories.
- (b) exemption from payment of all customs, duties, taxes, cesses and levies of any kind, whether at the border or on movement within their respective territories. This exemption shall also apply in respect of vehicles hired by the consultants or their agents or contractors/sub-contractors for movement of goods, material, equipments, machinery etc. for the project. Furthermore, vehicle, equipments and machineries imported for the project shall be recorded at the customs entry point without levying any taxes and duties on condition that such items shall be taken back after the completion of the project. If they are disposed off in the country of importation, local taxes and duties, pursuant to local laws shall be levied on them.

4.04 Personnel belonging to either country employed by the consultant appointed by the GOI for this project and contractors/sub-contractors appointed by the consultant, shall, except in the case of gross negligence or wilful act, be immune from legal process in the other country in respect of all acts performed by them in their official capacity in the execution of the project and enjoy inviolability for all papers and documents relating to the project.

4.05 HMG/N and GOI shall exempt from payment of contracts tax all contracts connected with the project.

- 4.06 The consultant and contractors/sub-contractors of the project from India shall be free to import any amount of Indian currency that may be deemed necessary but shall convert it into Nepalese currency at locally recognised exchange counters for transactions inside Nepal for the execution of their work. They shall be allowed to repatriate their currency holding which shall be converted into Indian currency by the Nepal Rastra Bank.
- 4.07 HMG/N and GOI shall ensure expeditious grant of licences, permits and similar other authorisations necessary to enable the consultant, and their agents and contractors/sub-contractors to execute the work relating to the project.
- 4.08 HMG/N and GOI shall make necessary security arrangements for the protection of the expatriate personnel deployed on the project including consultants, contractors, their families and their personnel belongings as well as the materials, equipments etc. at various sites in Nepal or India, including transit points.
- 4.09 HMG/N and GOI shall not levy income tax and any other taxes on income arising out of the contract(s) of any nationals of the other party or firms or companies registered in the other country employed by the consultant or their agents or contractors.

ARTICLE - V

(PROCUREMENT)

The plant and equipment, machinery, vehicles, construction materials and stores required for works shall be procured from either India or Nepal.

ARTICLE - VI

(LABOUR)

6.01 The consultant appointed by the GOI for this project and their contractors/sub-contractors shall be allowed to import from India skilled, semi-skilled and other labour to the extent not available in Nepal.

6.02 The two governments will take all necessary steps to ensure maintenance of peaceful labour relations and the safeguarding of the personnel and property of the project.

ARTICLE - VII

(LIAISON AND ADMINISTRATION)

7.01 For the implementation of this project, DOR/HMGN will appoint a Liaison Officer who would remain in continuous touch with the consultants appointed by the GOI for this project and Embassy of India, Kathmandu.

7.02 The Economic Cooperation Wing, Embassy of India, Kathmandu, shall administer the project both financially and physically and

shall also provide all liaison with DOR/HMGN about the progress of the work and expenditure incurred every quarter. The First Secretary (EC&A) of the Embassy of India, Kathmandu, shall oversee all financial, accounting and audit matters of the project including preparation of budgets, financial reports, expenditure statement etc.

ARTICLE - VIII

(REVIEW AND MONITORING)

The Governments of the two countries may constitute a Joint Monitoring Committee for the purpose of monitoring and reviewing the progress of the project, if considered necessary.

ARTICLE - IX

(DISPOSITION OR TRANSFER OF GOODS, MATERIALS ETC.)

When any goods, materials, equipments or items of equipment, machinery, transport vehicles etc. purchased by the project are not required for the project, GOI or the consultant appointed by the GOI for this project or the contractor/sub-contractor appointed by the consultant shall be allowed to take them back to the country of origin or dispose them of in the country of importation without any let or hinderance. If they are taken back to the country of origin, HMGN and GOI shall exempt all such goods, materials, equipments, machinery, transport vehicles etc. from payment of all duties, taxes, cesses and

levies of any kind. If either Government wants to have any of such articles for its use, it may be transferred to them on mutually agreed terms. If they are disposed of in the country of importation, taxes and duties in accordance with local law shall be levied on these articles. The sale proceeds on the depreciated value of such articles which have been either disposed of by the Project or transferred to either Government shall be credited to the project accounts.

ARTICLE - X

(LEGAL IMMUNITIES)

In the event of any legal action arising from activities undertaken in pursuance of this Project, HMGN shall assume full responsibility for the defence of any action in Nepal and GOI similarly in India and ensure immunity from punishment or any other legal process or title to all contributions made for, or property and benefits derived from the execution of the Project.

ARTICLE - XI

(MAINTENANCE)

Provisions already available in Guidelines (iv) and (v) regarding maintenance works of the bridge and its approach on either side, would be applicable.

ARTICLE - XII

(SETTLEMENT)

Any differences regarding the interpretation or application of any provisions of this agreement shall be resolved by mutual consultations between the two Governments.

ARTICLE - XIII

(VALIDITY)

The Agreement shall come into force from the date of its signing and remain valid for two years.

IN WITNESS WHEREOF, the undersigned being duly authorised by their respective Governments, have hereto signed this Agreement and affixed thereto their seals.

Done at Kathmandu on this seventeenth day of December, One Thousand Nine Hundred and Ninety A.D.

For His Majesty's
Government of Nepal

For the Government of India

Mohan R. Sharma - S.
(MOHAN R. SHARMA)
ACTING SECRETARY
MINISTRY OF FINANCE

(LT GEN S.K.SINHA, PVSM (RETD))
AMBASSADOR OF INDIA IN NEPAL

ANNEXURE - I

BROAD SPECIFICATIONS OF THE PROPOSED BRIDGE ACROSS
RIVER SIRSIYA NEAR RAXAUL AT
INDO-NEPAL BORDER

1. General

Government of India, (Ministry of External Affairs) have appointed RITES as Consultants to the project of construction of a bridge across River Sirsiya near Raxaul at Indo-Nepal Border. The field survey of the project site for the preparation of preliminary project proposals was carried out by RITES' team and the preliminary project proposals were submitted to the Ministry of External Affairs. This bridge is to accommodate the road as well as a narrow gauge railway line over its deck.

2. Site of the new bridge

The proposed bridge is about 20 m upstream of the existing bridge.

3. Proposed technical specifications of the Bridge Proper

- | | |
|---------------------------------|--|
| a) Length of bridge | 3 spans of 20 m each, 60.0 m |
| b) Type | Road cum rail bridge |
| c) Carriageway width | 7.5 m |
| d) Footpaths | 2.5 m wide on either side of carriageway |
| e) Vertical clearance above HFL | 0.9 m |
| f) Foundations | Single circular wells |

g) Abutments	Solid wall type								
h) Piers	Solid wall type with cut and ease waters at ends.								
i) Bearings	Metallic Rocker/roller type								
j) Superstructure	Prestressed concrete voided slab								
k) Return Walls	Straight								
l) Salient levels	<table> <tr> <td>High flood level</td><td>99.30 m</td></tr> <tr> <td>Bridge deck level</td><td>102.10 m</td></tr> <tr> <td>Bed level</td><td>94.215 m</td></tr> <tr> <td>Min. foundation level</td><td>79.50 m</td></tr> </table>	High flood level	99.30 m	Bridge deck level	102.10 m	Bed level	94.215 m	Min. foundation level	79.50 m
High flood level	99.30 m								
Bridge deck level	102.10 m								
Bed level	94.215 m								
Min. foundation level	79.50 m								
m) Design load	IRC - 70 R/Class 'A' - 2 lanes/Class B narrow gauge Railway loading								

4. Details of Approaches

a) Length (Road Approaches)	380 m
Length (Rail Approaches)	805 m
b) Road width	7.5 m carriageway + 1.5 m raised footpath on either side
c) Composition of road pavement	
i) Granular sub base	250 mm
ii) WBM/WMM Base	225 mm (3 layers)
iii) BUSG (built up spray grout)	75 mm
iv) Premix carpet with seal coat	25 mm
d) Railway track	Narrow gauge (762 mm) Railway line with 60 R rails.
e) Ballast & Sleepers	25 cm thick Ballast using 50 mm stone aggregate and sal wood/ concrete/ cast iron sleepers.

सूचना २

श्री ५ को सरकार, नेपाल र डेनमार्क सरकार बीच सम्पन्न 'Volunteer Service' सम्बन्धी समझौता नेपाल सन्धि ऐन, २०४७ को बफा १२ को प्रयोजनको लागि प्रकाशित गरिएको छ।

AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT OF NEPAL AND THE GOVERNMENT OF THE KINGDOM OF DENMARK ON VOLUNTEER SERVICE

PREAMBLE

His Majesty's Government of Nepal (hereinafter referred to as "HMG/N") and the Government of the Kingdom of Denmark (hereinafter referred to as "Danish Government"), desirous of strengthening the legal and institutional framework of their technical co-operation on volunteer service, have made the following agreement.

ARTICLE I

Undertakings by the Contracting Parties:

The Danish Government, represented by the Danish Association for International Co-operation (hereinafter referred to as the "Association"), shall make available to HMG/N such volunteers, material resources and training opportunities as shall in each case be determined by the two parties. HMG/N will ensure the effective utilization of the said personnel, resources and training opportunities. Separate agreements concerning specific projects may be concluded. The Association shall establish the office of its Resident Representative in Nepal for the implementation of this Agreement.

ARTICLE II

Status and Utilization of Personnel:

1. The Resident Representative and the expatriate members of the staff shall, where nothing else is mentioned, fall under the "Agreement on technical co-operation between the Government of the Kingdom of Denmark and His Majesty's Government of Nepal".
2. Personnel working under this Agreement are volunteers recruited through the Association to serve in Nepal for a period of two years and three months, unless otherwise agreed. They will be placed under the general supervision and direction of the concerned project authorities of HMG/N.
3. The Competent Authorities of HMG/N will in each case provide the Association with a complete job description for the volunteer, describing the duties of the post as well as the essential and desirable qualifications of the candidate.

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएको छ, मात्र लागु हुनेछ।

4. The Association will provide the Competent Authorities of HMG/N with all information necessary for the appraisal of the candidate such as training and previous professional experience.
5. The Competent Authorities of HMG/N and the Association will jointly decide in which cases counterparts shall be assigned by HMG/N to volunteers made available by the Association within the framework of this Agreement or other measures to be devised in order to achieve the desired objectives.
6. In carrying out his/her assignment every volunteer will be subject to the instruction and such laws of Nepal as are not inconsistent with the provisions of this Agreement.
7. (a) Except in cases of wilful misconduct or gross negligence HMG/N shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence HMG/N shall indemnify and hold harmless the Association and the volunteers made available by the Association against any and all liability, suits, actions, demands, damages, costs or fees on account of death or injury to persons or property or any other losses resulting from or connected with any act or omission performed in his/her course of operations covered by this Agreement.
- (b) HMG/N shall ensure that all volunteers and their families shall enjoy the full protection of law. HMG/N shall further ensure that the volunteers and their families will always be treated in a manner no less favourable than that enjoyed by the technical assistance personnel assigned to Nepal by other countries or by international organizations. In the event of arrest or detention for any reason of a volunteer made available by the Association or spouses or dependents of such volunteers or of criminal proceedings being instituted against them, the Resident Representative of the Association in Kathmandu shall be notified immediately.
8. (a) HMG/N shall keep the Association informed of any serious disagreement arising between a volunteer and the institution to which he/she is assigned.
- (b) HMG/N shall have the right to request the recall of any volunteer whose work or conduct is unsatisfactory. Before exercising such right HMG/N undertakes to consult with the Association.
- (c) The Association shall have the right to recall any volunteer at any time. Before exercising such right the

Association shall, unless exceptional circumstances demand that such volunteers be recalled immediately, consult with HMG/N for that purpose as well as on arrangements for securing rapid replacement of such personnel.

9. If agreed upon between the Association and the Competent Authorities of HMG/N a volunteer may be transferred from one post to another during the period of assignment.

ARTICLE III

Obligations of the Association.

1. The Association will pay:
- (a) The introductory training for the volunteers before they take up their assignments in Nepal.
 - (b) The cost of travel to and from the duty station in Nepal for the volunteers and their families.
 - (c) The cost of transportation to and from the duty station in Nepal of personal and household effects.
 - (d) Insurance to cover medical and hospital expenses.
 - (e) All salaries and allowances accruing to volunteers for services in Nepal under this Agreement.

ARTICLE IV

Obligations of HMG/N

1. The following benefits shall be accorded:
- A. Provide such in-country orientation for the volunteers as might be deemed necessary by HMG/N.
 - B. Accommodations as specified below:
 - (a) Rent free suitable housing with hard furnishings for volunteers and their families, housing and furnishings to be of the same standard as that provided for officers of HMG/N whose terms of appointment specify an entitlement to housing on payment of a subsidized rent. Water, telephone and electricity in respect of such housing will be the responsibility of the volunteer.
 - (b) A suitable office for the Association in Kathmandu at a reasonable rent to be paid by the Association,

if such accommodation is not available on the open market.

2. Other Facilities:

A. Local transport and subsistence allowance for official journeys of the volunteer to the same extent as provided for officers of HMG/N of comparable status. If circumstances require the volunteer to use his personal motor vehicle for official journeys, he/she shall be entitled to mileage allowance at the same rates as those paid to officers of HMG/N.

B. Grant leave and absence on account of vacation, sickness, pregnancy or childbirth in accordance with the provisions of the Association.

3. HMG/N undertakes that volunteers shall:

(a) Be immune from national service and military obligations.

(b) Be accorded privileges in respect of exchange control facilities as are no less favourable than that enjoyed by technical personnel of other countries or international organizations serving in Nepal.

4. HMG/N will make provisions for the exemption of the Association from:

(a) All taxes, fees and customs duties on necessary equipment including spare parts and supplies for the implementation of the projects or operation of the Association, imported with the prior approval of Ministry of Finance/HMG into Nepal by the Association.

(b) Following house hold effects imported with the prior approval by Ministry of Finance/HMG in the name of the Association for the use of the volunteers:

Stoves/cookers, refrigerators, deep freezers, stabilizers, heaters, aircondition units and minor electric appliances.

(c) All taxes, fees and customs duties on import into Nepal of the necessary number of motor vehicles including motor cycles, provided that such vehicles are imported with the prior approval of Ministry of Finance/HMG and if sold to a person not likewise privileged shall be subject to payment of import duties in accordance with Nepalese regulations, unless resold to a person/organization entitled to the same privileges.

5. HMG/N will make provisions for the exemption of volunteers from:
 - (a) All taxes in respect of any emolument paid to them from Danish sources.
 - (b) All duties and taxes imposed on the import and export of new as well as used personal effects imported by the volunteers and their families for their exclusive use within 6 months after their arrival subject to re-export on completion of tour of service or payment of duties and taxes if sold locally. The term "personal effects" shall include inter alia for each volunteer: One micro wave oven, one washing machine, one vacuum cleaner, one radio, one radio cum tape recorder, one record player, one TV set, one video deck, one micro computer, one type writer, minor electrical appliances, one camera, kitchen ware etc.
 - (c) All duties and taxes imposed on a motor vehicle, for personal use of the volunteer, or the purchase of such motor vehicle in Nepal out of duty free stock, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person not likewise entitled to the same privileges. In case of damage of the motor vehicle imported beyond repair or otherwise lost without neglect on the part of the volunteer, HMG/N shall allow him/her importation free of duty and taxes of another motor vehicle with the prior approval by the Ministry of Finance/HMG.
6. HMG/N shall issue free multiple entry and exit visa, work permits, residence permits and permanent trekking permits for the Resident Representative, the expatriate staff, the volunteers and their families, in accordance with the law and regulations of Nepal.
7. HMG/N shall give assistance in clearance through customs of effects mentioned under 4(a), (b) and (c), 5(b) and (c) above and also provide all needed papers for the import and for obtaining transit permits.
8. HMG/N shall ensure that no currency or foreign exchange controls be imposed on funds brought into Nepal by the Association for purposes entered in accordance with this Agreement, provided that bank accounts for such funds shall be used exclusively for such purposes, and that balances on such accounts shall be fully transferable into Danish or any other convertible currency.
9. HMG/N shall allow the Association and each volunteer to operate an external account. Regarding the repatriation of sale proceeds of the Association's and the volunteer's motor

vehicles, they shall apply separately to the Nepal Rastra Bank, and their application will be dealt with in accordance with the foreign exchange control regulations prevailing at the time of their departure.

ARTICLE V

The provisions of the present Agreement shall apply equally to volunteers, recruited by the Association, who are already carrying out their activity in Nepal under the technical co-operation between the two Governments, as well as to their families.

ARTICLE VI

Settlement of Dispute

Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation between the parties.

ARTICLE VII

Amendment

This agreement may be amended or supplemented by mutual consent of the contracting parties by an exchange of letters.

ARTICLE VIII

Entry into force and termination

This agreement shall come into force upon signature and shall remain valid for a period of five years and it may be renewed for a further period of five years as mutually agreed upon between the parties. This agreement may be terminated by either party giving six months prior notice to the other of its intention to terminate.

In witness whereof the undersigned, being duly authorized thereto, have signed the present Agreement.

Done in Kathmandu on Twenty Fifth of February 1991 in two original copies in English language both being equally authentic.

For His Majesty's Government
of Nepal

Thakur Nath Pant

Thakur Nath Pant
Joint Secretary
Ministry of Finance

For the Government of the
Kingdom of Denmark

Peter Lysholt Hansen

Peter Lysholt Hansen
Counsellor

ग्राह्याले,
उदयनेपाली क्षेत्र
उपसचिव

(३०) ३५
आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागू हुनेछ।
मन्त्र तथा प्रकाशन विभाग, सिंहदरबार, काठमाडौंमा मिति:

भाग ५

श्री ५ को सरकार

कानून, न्याय तथा संसदीय व्यवस्था मन्त्रालयको**सूचना १**

श्री ५ को सरकार, नेपाल र भारत सरकार बीच सम्पन्न सिर्सिया नदीमा पुल निर्माणसम्बन्धी सम्झौता नेपाल सन्धि ऐन, २०४७ को दफा १२ को प्रयोजनको लागि प्रकाशित गरिएको छ ।

**AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT
OF NEPAL AND GOVERNMENT OF THE REPUBLIC
OF INDIA FOR CONSTRUCTION OF A BRIDGE
ACROSS THE SIRSIYA RIVER BETWEEN
THE TOWNS OF RAXAUL (INDIA)
AND BIRGANJ (NEPAL)**

PREAMBLE

The Government of the Republic of India (hereinafter referred to as 'GOI') and His Majesty's Government of Nepal (hereinafter referred to as 'HMG/N') ;

Taking into account the Guidelines for the Construction and Maintenance of Bridges across the Indo-Nepal Border (hereinafter referred to as 'Guidelines'), Which have been agreed to by both countries through an exchange of letters dated September 5, 1988; have agreed as follows:-

ARTICLE-I**(GRANT)**

Pursuant to Clause (ii) of the Guidelines, GOI agrees to construct the border bridge, with associated road approaches on either side, across the river Sirsiya between the towns of Raxaul (India) and Birganj (Nepal) (hereinafter referred to as the 'Project') at an estimated cost of Rs. Three crores I. C., of which amount cost relating to Nepalese side will be reckonable as Indian grant assistance to Nepal and the remainder comprising India's share of the costs of constructing this border bridge.

(४)
आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।