

17 (1977) Nr. 13

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1996 Nr. 335

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de
Volksrepubliek Bangladesh inzake technische samenwerking;
Dacca, 19 mei 1977*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1977, 113.

C. VERTALING

Zie *Trb.* 1977, 113.

D. PARLEMENT

Zie *Trb.* 1978, 35 en, laatstelijk, *Trb.* 1996, 180.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1978, 35.

J. GEGEVENS

Zie *Trb.* 1980, 77, *Trb.* 1981, 228, *Trb.* 1987, 195, *Trb.* 1988, 163, *Trb.* 1989, 148, *Trb.* 1991, 23 en 190, *Trb.* 1993, 173, *Trb.* 1995, 120 en *Trb.* 1996, 180.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 20 oktober 1996 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende onderhoud van voedselopslagplaatsen. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Ambassador at Dhaka, acting on behalf of the Netherlands Minister for Development Cooperation who for the purpose of this Administrative Arrangement is the competent Netherlands Authority, hereinafter referred to as “the Netherlands Party”,

and

The People’s Republic of Bangladesh, represented by the Economic Relations Division of the Ministry of Finance, being the competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Bangladesh Party”,

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of The Netherlands and the People’s Republic of Bangladesh signed at Dhaka on 19 May 1977, hereinafter referred to as “the Agreement”,

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two parties shall jointly carry out a project, entitled “Maintenance of Food Storage Godowns”, hereinafter referred to as “the Project”.
2. The aim of the Project is the institutionalisation of a Maintenance Unit within the Ministry of Food and the implementation of outstanding maintenance works.
3. The aforesaid cooperation between the two Parties is planned to last three years.

Article II

The contribution by the Netherlands Party

The Netherlands Party shall make the following contribution to the Project:

- financial support to the execution of outstanding maintenance activities and the purchase of project equipment all up to a maximum amount of NLG 1,360,00.– (Financial Assistance);
- technical support to the project which will consist of the engagement of a Netherlands consulting firm, who will assign a team of qualified expatriate experts, headed by the Teamleader, the financing of personnel costs, training costs, operational costs, office facilities, study “food storage capacity analysis”, unforeseen expenditures and a final

evaluation, all up to a maximum amount of NLG 1,654,000.– (Technical Assistance).

Article III

The contribution by the Bangladesh Party

The financial contribution of the Government of Bangladesh to the Project will be BDT 12,45 crore (equivalent of NLG 4,980,000.–). Of this amount, BDT 10,4 crore will be utilized for implementation of the maintenance programme. The remainder will be utilized for the financing of project staff, procurement of equipment and furniture, and payment of CDST and fuel and maintenance of means of transportation.

Moreover, the Netherlands contribution to the maintenance programme will be made available on reimbursement basis, and therefore, an equivalent amount will have to be allocated for payments prior to reimbursement.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Netherlands Ministry of Foreign Affairs or any body authorized to perform any functions at present exercised by the said Directorate as the Netherlands Executive Authority in charge of the Project.

The Netherlands Executive Authority shall be represented, in as far as the daily operations under the Project are concerned, by the Team Leader.

2. The Bangladesh Party shall appoint the Ministry of Food as the Bangladesh Executive Authority in charge of the Project.

The Bangladesh Executive Authority shall be represented, in as far as the daily operations under the Project are concerned, by the Directorate General of Food.

Article V

Delegation

Each of the Executive Authorities shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to other authorities or organisations. In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

The Team Leader

1. The Netherlands Team Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.
2. The Team Leader shall act in close consultation with the Bangladesh Executive Authority and respect the operational instructions given by the said Authority to the Bangladesh personnel.
3. The Bangladesh Executive Authority shall provide the Team Leader with any information that may be considered necessary for the execution of the Project.

Article VII

The Plan of Operations

The Executive Authorities shall establish by common consent a Plan of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available.

The Plan of Operations shall include an itemized budget of the contribution of either Party, a time table and list of equipment and materials to be supplied by either Party, and an Operations Priority Scheme.

Article VIII

Status of the Netherlands Staff

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities, mentioned in the Articles II and III of the Agreement.

Article IX

Equipment and Materials

1. The provisions of Article IV and V of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.
2. Regarding the compulsory payment by the Bangladesh Party or the Bangladesh recipient agency of the customs duties and taxes on the equipment and materials supplied by the Netherlands Party, those custom duties and taxes are due at the time of clearance from the port or airport of the equipment and materials.

The Netherlands Party is in no way under an obligation to pay the customs duties or taxes.

Article X

Reporting

The Team Leader and the Project Director shall jointly in close consultation with the Ministry of Food submit to both Executive Authorities a semi-annual report in English on the progress made in the execution of the Project.

On the termination of the Project the Team Leader and the Project Director shall jointly submit to all parties involved a final report in English on all aspects of the work done in connection with the Project.

Article XI

Evaluation

A final evaluation of the Project is scheduled for June 1999.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which can not be settled in consultation between both Parties shall be referred to the respective Governments for settlement by mutual agreement.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect to 16 July 1996, on the date of the signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

DONE at Dhaka on 20 October 1996 in two originals in the English language

(sd.) R. A. VORNIS

R. A. Vornis
Ambassador of the Kingdom of the Netherlands

For and on behalf of the Government of the People's Republic of Bangladesh,

(sd.) ABU SALEH

Abu Saleh
Joint Secretary ERD
Ministry of Finance

Het akkoord is ingevolge zijn artikel XIII op 20 oktober 1996 in werking getreden, met terugwerkende kracht vanaf 16 juli 1996.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 29 oktober 1996 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake het project 18 District Towns Water Supply, Sanitation and Drainage Project, fase III. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Ambassador at Dhaka, acting on behalf of the Netherlands Minister for Development Cooperation who for the purpose of this Administrative Arrangement is the competent Netherlands Authority, hereinafter referred to as "the Netherlands Party",

and

The Government of the People's Republic of Bangladesh, represented by the Economic Relations Division of the Ministry of Finance, being the competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Bangladesh Party",

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of The Netherlands and the People's Republic of Bangladesh signed at Dhaka on 19 May 1977, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, entitled "18 District Towns Water Supply, Sanitation and Drainage, phase III", hereinafter referred to as "the Project".

2. The long term objectives of the Project are:
- to improve the health situation of the population in 18 district towns by improving water supply and sanitation systems and providing hygiene education.
 - to develop a sustainable institutional capacity at pourashava level.
- The short term objectives of the Project are:
- to set up sustainable water supply (piped water supply and hand tube wells) and sanitation systems in 18 towns that will form a sound basis for an improvement of the health situation;
 - to set up institutional structures for management, operation and maintenance of water supply and sanitation facilities and provide proper health education facilities within the pourashava's;
 - to give priority to those areas where the water supply and sanitary conditions do not meet minimum local standards;
 - to guarantee a maximum of involvement and participation of the local population (especially women).
3. The aforesaid cooperation between the two Parties is planned to last 3 years.

Article II

The contribution by the Netherlands Party

The Netherlands Party shall make the following contribution to the Project.

- a) to engage (a consortium of) Netherlands consulting firms, hereinafter referred to as "the Consultant", who will assign a team of qualified expatriate experts, headed by the Teamleader; Terms of Reference, detailed biodata of the long term expatriate experts will be submitted to the Bangladeshi authorities before engagement in the Project;
- b) to indirectly engage local consulting firms after consultation with the Department of Public Health Engineering for assistance in detailed design and supervision of the work;
- c) to indirectly engage NGO's after consultation with the Department of Public Health Engineering in carrying out the Hygiene Education Programme;
- d) to make available funds required for the engagement of the Consultant, the local consulting firms and the NGO's';
- e) to provide bilateral assistance experts outside the allocated project budget and outside the existing country budget for Bangladesh;
- f) to make available funds required for the procurement of materials and equipment according to the provisions as detailed in the Project Document;
- g) to make available funds for hygiene education;
- h) to make available funds for Operation and Maintenance support to the Pourashava Water Supply Sections (PWSS);
- i) to make available funds for training in Pourashava as well as for the concerned Project personnel;

j) to make available funds for the procurement of materials to be imported (including shipment inspection charges), as is described under Category D of the Project Document.

all up to a maximum costs of NLG. 10,646,228.– (Technical Assistance)

and a maximum of NLG. 16,321,370.– (Financial Assistance), which will cover the financing of the works as described under Category A, B and C in the Project Document (e.g. overhead tanks, water treatment plants, production tubewells, distribution pipes, central procurement of pipes etc., handtubewells and latrines, rehabilitation and reticulation pipes and small distribution pipes.

Article III

The contribution by the Bangladesh Party

The Bangladesh Party shall make the following contribution to the Project:

a) financing of salaries and allowances of the Project Director of the level of Superintending Engineer and Department of Public Health Engineering-staff at national, divisional and Pourashava level;

b) the ensurance of the availability of qualified personnel (vide job descriptions in the Project Document) and appropriate infrastructural facilities;

c) financing of office accommodation/construction, office equipment and machinery, office rent and office running costs; pre construction expenditure; construction works (water supply, sanitation, drainage system, rehabilitation); means of transport; training, operation and maintenance transportation, contingencies, price escalation as discussed in the approved Project Document;

d) financing of taxes and import duties over goods and works as described in the approved Project Document.

The value of the Bangladesh contribution will be Tk. 282,600,000.–.

Article IV

The Executive Authorities

1. The Netherlands party shall appoint the Directorate General for International Cooperation of the Netherlands Ministry of Foreign Affairs or any body authorized to perform any functions at present exercised by the said Directorate as the Netherlands Executive Authority in charge of the Project.

The Netherlands Executive Authority shall be represented, in as far as the daily operations under the Project are concerned, the Netherlands Team Leader.

2. The Bangladesh Party shall appoint the Ministry of Local Government, Rural Development and Cooperatives as the Bangladesh Executive Authority in charge of the Project.

The Bangladesh Executive Authority shall be represented, in as far as the daily operations under the Project are concerned, by the Department of Public Health Engineering Project Director.

Article V

Delegation

Each of the Executive Authorities shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to other authorities or organisations. In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

The Team Leader

1. The Netherlands Team Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

2. The Team Leader shall act in close consultation with the Bangladesh Executive Authority and its representatives and respect the operational instructions given by the said Authority to the Bangladesh personnel.

3. The Bangladesh Executive Authority shall provide the Team Leader with any information considered necessary for the execution of the Project.

Article VII

The Plan of Operations

The Executive Authorities shall establish by common consent a Plan of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available.

The Plan of Operations shall include an itemized budget of the contribution of either Party, a time table and lists of equipment and materials to be supplied by either party, and an Operations Priority Scheme.

The Formulation Mission Report, the Project Document and the approved Project Proforma may be sequentially treated as parts of the Plan of Operations.

The Plan of Operations shall form an integral part of this Administrative Arrangement.

Article VIII

Status of the Netherlands Staff

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities, mentioned in the Articles II and III of the Agreement.

Article IX

Equipment and Materials

1. The provisions of Article IV and V of the Agreement shall be applicable to the import and export of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

2. Without prejudice to the payment by the Bangladesh Party or the Bangladesh recipient agency of the customs duties and taxes on the equipment and materials supplied by the Netherlands Party, those customs duties and taxes are due at the time of clearance from the port or airport of the equipment and materials.

The Netherlands Party is in no way under any obligation to pay the customs duties or taxes.

Article X

Reporting

The Team Leader shall in close consultation with the Project Director submit to both Executive Authorities semi-annual reports in the English language on the progress made in the execution of the Project.

On the termination of the Project the Team Leader and the Project Director shall submit to all parties involved a final report in the English language on all aspects of the work done in connection with the project.

Article XI

Evaluation

The Executive Authorities shall appoint a third party to evaluate the performance of the Consultant, the local consulting firms and the Department of Public Health Engineering as well as the actual implementation of the works in connection with the Project.

After one year of implementation the progress of the project activities shall be reviewed by a joint mission. During the last year of implementation the project will be evaluated by a joint mission, consisting of such persons as the parties hereto may mutually decide.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation between both Parties shall be referred to the respective Governments.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force on the date of signature by both Parties, with retroactive effect from 1 July 1996, and shall expire at the end of the period mentioned in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

DONE at Dhaka on 29 October 1996, in two originals in the English language.

(sd.) R. A. VORNIS

R. A. Vornis
Ambassador of the Kingdom of The Netherlands

For and on behalf of the Government of the People's Republic of Bangladesh,

(sd.) ABU SALEH

Abu Saleh
Joint Secretary ERD
Ministry of Finance

Het akkoord is ingevolge zijn artikel XIII op 29 oktober 1996 in werking getreden, met terugwerkende kracht vanaf 1 juli 1996.

Uitgegeven de *negende* december 1996.

De Minister van Buitenlandse Zaken,

H. A. F. M. O. VAN MIERLO

INHOUD

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| A. | TITEL | 1 |
| B. | TEKST | 1 |
| C. | VERTALING | 1 |
| D. | PARLEMENT | 1 |
| G. | INWERKINGTREDING | 1 |
| J. | GEGEVENS | 1 |
| | Administratief akkoord inzake een project betreffende onderhoud van voedselopslagplaatsen; Dhaka, 20 oktober 1996. | 2 |
| | Administratief akkoord inzake het project 18 District Towns Water Supply, Sanitation and Drainage Project, fase III; Dhaka, 20 oktober 1996. | 6 |
