

TRADE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF ANGOLA

The Government of the Republic of India and the Government of the People's Republic of Angola (Hereinafter referred to as "The Contracting Parties").

Desirous of facilitating and developing trade relations between their two countries on the basis of equality and mutual benefit;

Convinced that co-operation in trade is essential to achieving maximum development in their respective countries;

HAVE AGREED AS FOLLOWS :

A R T I C L E - 1

1. The Contracting Parties agree to grant each other most favoured nation treatment in respect of the following :

- (i) customs duty and all other duties and taxes applicable to the importation, exportation or transit of commodities;
- (ii) customs formalities and all dues and charges in relation to importation, exportation, transit storage and transshipment of commodities.
- (iii) issue of import and export licences.

2. The provisions of paragraph 1 of this article shall however, not apply to advantages, concessions and

exemptions which :

- (i) either Contracting Party has granted or may grant to neighbouring countries in order to facilitate frontier traffic;
- (ii) either Contracting Party has granted or may grant to developing countries under existing preferential arrangements among developing countries or under any customs union or free trade area arrangements or agreement of preferential arrangement among developing countries already established or which may be established.

A R T I C L E - II

The importation and exportation of goods and commodities between the Contracting Parties shall be subject to the provisions of the present Agreement and in conformity with the laws and regulations in force in the two countries.

A R T I C L E - III

Contracting Parties shall promote and facilitate the widest possible exchange of goods which are of Indian and Angolan origin, between the two countries. Illustrative lists of goods are given in Schedules which will be exchanged from

- Schedule 'A' specifies goods and commodities originating in the People's Republic of Angola which may be exported to the Republic of India.
- Schedule 'B' specifies goods and commodities originating in Republic of India which may be exported to the People's Republic of Angola.
- Schedule "A" and "B" referred to above are illustrative and not limiting.

A R T I C L E - IV

During the period of the validity of this Agreement, the Contracting Parties shall make every effort to encourage direct trade and to increase the volume of trade between the two countries.

A R T I C L E - V

1. The goods (commodities) to be imported and exported under this Agreement shall only be those originating in the People's Republic of Angola and in the Federal Republic of India, and accompanied by the Certificate of origin issued by the organisations authorised to do so by the Government of the country of origin.
2. For the purpose of this Agreement, goods and commodities shall be considered to have originated from the territory

and commodities are :

- (i) products wholly obtained in each other's territory
- (ii) products manufactured in each other's territory or in the case of partly manufactured goods, if the finished goods have undergone the final processing in that territory.

A R T I C L E - VI

Commercial transactions to be realised in terms of the present Agreement shall be effected on the basis of Contracts to be concluded between legal and physical persons in the two countries.

A R T I C L E - VII

Goods and commodities supplied by one contracting Party to the other shall not be re-exported in their original state to a third country without prior advise to the concerned organisation or supplier in the exporting country.

A R T I C L E - VIII

The Contracting Parties agree that prices of goods and commodities supplied within the terms of the present Agreement will be fixed on the basis of prevailing prices on the world market or on the basis of mutually agreed prices.

A R T I C L E - IX

All payments between the two countries in pursuance of this Agreement shall be effected in freely convertible currency through normal banking channels in accordance with the foreign exchange laws and regulations in force in each country.

A R T I C L E - X

In order to facilitate transit of goods and commodities through each other's territory, the Contracting Parties agree in accordance with the laws and regulations in force in the two countries :

- (i) to grant freedom of transit to commercial goods and commodities originating from the territory of either of them and destined for the territory of a third country.
- (ii) to grant freedom of transit to commercial goods and commodities originating from a third country and destined for the territory of the other Contracting Party.

A R T I C L E - XI

The Contracting Parties shall exempt the import & export items listed below from customs duties, taxes and other charges of similar nature, subject to the laws and regulations in force in their respective countries:

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- (i) articles intended for use as trade samples and promotional material of no commercial value;
- (ii) articles and goods imported for fairs and exhibitions on condition that they shall be re-exported.

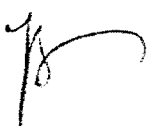
A R T I C L E - XII

For the effective implementation of this Agreement, the Contracting Parties agree to establish commercial Joint Committee which shall be composed of representatives of both Contracting Parties.

- 2. It shall be the duty of the Committee:
 - (i) to ensure the development of trade relations between the Contracting Parties;
 - (ii) to suggest measures for trade relations and economic cooperation between the two States.
- 3. The Committee shall meet every two years to review the effective implementation of this Agreement at a convenient date, alternating between Luanda and New Delhi.

A R T I C L E - XIII

The Contracting Parties shall give preference when selecting transportation for commodities to be exchanged in accordance with this Agreement to their



respective national carriers but where the services of such carriers are not availed of, the Contracting Party shall, thereafter, give the right of first refusal to the national carriers of the other Contracting Party.

A R T I C L E - XIV

Any dispute arising out of a commercial Contract concluded in terms of this Agreement shall be resolved in accordance with the terms of the said Contract. However, the Government of the two countries shall stand ready to use their good offices to assist in the resolution of the dispute if any request to that effect is made by any of the disputing parties.

A R T I C L E - XV

1. The Government of the Republic of India hereby designates the Ministry of Commerce and the Government of the People's Republic of Angola hereby designates the Ministry of External Trade as the appropriate organs for the purpose of implementing this Agreement and other matters relating thereto.

2. Each Contracting Party shall have the right to designate in writing at any time, any other appropriate body, in place of any of the one already designated in the proceeding paragraph.

410

A R T I C L E - XVI

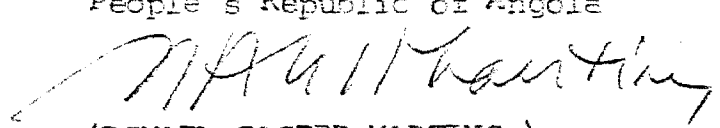
1. This Agreement shall come into force on the date of completion of exchange of notes confirming that it has been approved in accordance with the Constitutional procedures in force in the two countries and shall remain in force for a period of two (2) years thereafter.
2. This Agreement shall automatically be renewed for successive periods of two years, unless either of the Contracting Parties notifies the other of the intention to terminate the Agreement six (6) months prior to the expiration of this Agreement.
3. Upon expiry of this Agreement, its provisions shall continue to apply to all contacts concluded during the period of its validity and outstanding at the moment of the expiry of the Agreement or its renunciation.

IN WITNESS WHEREOF, the duly authorised representatives of the two Contracting Parties have hereto signed this Agreement.
DONE AT NEW DELHI on the 4th October, 1986
in three originals each in Hindi, Portuguese and English languages, all texts being equally authentic.

For the Government of the
Republic of India


(P. SHIV SHANKER)
Minister of External
Affairs and Commerce

For the Government of the
People's Republic of Angola


(ISMAEL GASPER MARTINS)
Minister of External Trade

SCHEDULE 'A' OF TRADE AGREEMENT

Illustrative list of exportable items from India

1. Foodstuffs including wheat and rice
2. Engineering goods including
 - (i) Automobiles, Bicycles, Their components
 - (ii) Electrical goods, sewing machines, components and parts
 - (iii) Machinery including agricultural machinery, implements, components and parts and accessories
 - (iv) Construction machinery, components and parts thereof
3. Organic and inorganic chemicals
4. Consumer goods like
 - Kitchenware
 - Textiles
 - Footwear
 - Jute goods
 - Blankets
 - Software
 - Soaps and Toiletries, etc.
5. Jewellery including ear-rings and necklaces
6. Drugs & Pharmaceuticals
7. Medical and Surgical equipment
8. Pesticides
9. Small scale industry projects
10. Large industry projects including turnkey for fertilizers, steel rolling mills, etc.
11. Any other items.

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Scheduled 'B'

List of importable items from Angola

1. Petroleum.
2. Diamonds
3. Precious and semi-precious stones
4. Phosphates.

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