

No. 52456*

**Canada
and
India**

Agreement on the Canada-India Colombo Plan Kundah Hydro-Electric Power Project (with annex and appendix). New Delhi, 29 December 1956

Entry into force: *29 December 1956 by signature*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Canada, 14 January 2015*

Note: *See also annex A, No. 52456.*

**No UNTS volume number has yet been determined for this record. The Text(s) reproduced below, if attached, are the authentic texts of the agreement /action attachment as submitted for registration and publication to the Secretariat. For ease of reference they were sequentially paginated. Translations, if attached, are not final and are provided for information only.*

**Canada
et
Inde**

Accord entre le Canada et l'Inde sur l'aménagement hydro-électrique de la Kundah dans le cadre du Plan de Colombo (avec annexe et appendice). New Delhi, 29 décembre 1956

Entrée en vigueur : *29 décembre 1956 par signature*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Canada, 14 janvier 2015*

Note : *Voir aussi annexe A, No. 52456.*

**Le numéro de volume RTNU n'a pas encore été établi pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.*

[ENGLISH TEXT - TEXTE ANGLAIS]

AGREEMENT ON THE CANADA-INDIA COLOMBO PLAN
KUNDAN HYDRO-ELECTRIC POWER PROJECT

The Government of Canada and the Government of India, desiring to conclude an agreement concerning the Canadian Government's contribution under the Colombo Plan, have agreed as follows :

ARTICLE I

2. As part of its contribution under the Colombo Plan the Government of Canada will assist in financing the Kundan Hydro-Electric project in the State of Madras.

ARTICLE II

3. The contribution of the Government of Canada will not exceed \$ 20 million and within this amount will comprise, in accordance with the terms of the accompanying Annex and Appendix I, the external costs of engineering services, specified construction equipment, hydraulic electrical and mechanical equipment for the power plant, materials and equipment for transmission lines and the external cost of specified installation and/or erection at the site. Where practicable and subject to agreement between the two governments some of the required equipment may be manufactured in India from materials provided by Canada. Counterpart funds resulting from other Canadian Colombo Plan aid to India, in the amount to be agreed between the two Governments, may be used to finance local costs at the project.

ARTICLE III

4. The Government of India will provide the site for the power plant and transmission lines and will also be responsible for the construction of the dams and power houses, transmission lines and ancillary works, and for the supply of specific auxiliary equipment and services as set out in the Annex. In the event that some of the required equipment specified in Article II is manufactured in India from materials provided by Canada the cost of fabrication or manufacture will be met by the Government of India. The Government of India will provide all mechanical, electrical, administrative and other services and facilities required at the site. In accordance with normal Colombo Plan practice, the Government of

India will be responsible for providing local labour and materials which are essential for the performance of the services specified in the Annex. The Government of India, following past practices in relation to Colombo Plan shipments from Canada, will arrange for shipment and bear freight charges and will arrange for and assume the cost of insurance on any equipment and materials destined for the project, or will bear the cost of replacement in the event of loss.

ARTICLE IV

5. The distribution of the various costs between the Governments of Canada and India will be in accordance with the understanding reached between representatives of the two Governments, which is recorded in the Annex.

ARTICLE V

6. The execution and supervision of the project will be in accordance with the procedures described in the Annex.

ARTICLE VI

7. The Annex to this Agreement may be amended from time to time by mutual agreement in ways not inconsistent with the Agreement by letters exchanged between the High Commissioner for Canada in India and the appropriate Department of the Government of India.

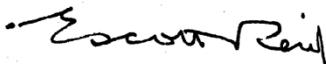
ARTICLE VII

8. This Agreement takes the place of all previous Agreements and understandings on this matter between the two Governments or between officials of the two Governments.

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

Done in duplicate at New Delhi this 29th day of December, 1956,
in the English language.

On behalf of the Government of Canada



(Escott Reid)
High Commissioner
for Canada in India



(Paul Martin)
Minister of National
Health and Welfare
Government of Canada

On behalf of the Government of India

(M. Bhaktavatsalam)
Minister for Industries
and Agriculture
Government of Madras



(T.T. Krishnamachari)
Minister for Finance
Government of India

ANNEX
TO INTERGOVERNMENTAL AGREEMENT ON THE
CANADA-INDIA COLOMBO PLAN KUNDAR
HYDRO-ELECTRIC POWER PROJECT

1. The Government of Canada and the Government of India agree that their respective responsibilities in the joint financing and construction of the Kundah Project are as hereinafter set out.
2. The Government of India will make such arrangements with the Government of Madras as are necessary for the implementation of the terms of this agreement.

CONSULTING ENGINEERING SERVICES

3. The Government of Canada will provide the services of a Canadian Consulting Engineer hereinafter referred to as the Consulting Engineer, who, in addition to such other functions as are specified in this Annex, will on the basis of the specifications submitted by the Government of India prepare the final specifications in a form which will enable the Government of Canada to call for tenders. For this purpose he will be free to make with the concurrence of the appropriate Indian authorities, such changes in the specification submitted by the Government of India as he may consider necessary.
4. The Consulting Engineer will also evaluate the tenders when received and, after consultation with the Government of India (who will depute their Engineers to Canada for this purpose), advise the Government of Canada on the purchase of the equipment which the Government of Canada is to supply.
5. The Consulting Engineer will be responsible for co-ordination between the different manufacturers and suppliers to ensure that the equipment is correctly supplied without duplication or omission.
6. The Consulting Engineer will be responsible for supplying all foundation, excavation and layout drawings for the power houses, penstocks, valves and transformers to facilitate the erection of the equipment when received.