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India-Afghanistan PTA

PREFERENTIAL TRADE AGREEMENT
BETWEEN
THE REPUBLIC OF INDIA
AND
THE TRANSITIONAL ISLAMIC STATE OF AFGHANISTAN

PREAMBLE

The Government of the Republic of India and The Transitional Islamic State of Afghanistan, (hereinafter referred to as the "Contracting Parties"),

CONSIDERING that the expansion of their domestic markets, through economic integration, is a vital prerequisite for accelerating their processes of economic development.

BEARING in mind the desire to promote mutually beneficial bilateral trade.

CONVINCED of the need to establish and promote free trade for strengthening intra-regional economic cooperation and the development of national economies.

FURTHER RECOGNISING that progressive reductions and elimination of obstacles to bilateral trade through a bilateral preferential trading arrangement (hereinafter referred to as "The Agreement") would contribute to the expansion of world trade.

HAVE agreed as follows:

Article I

Objectives

1. The Contracting Parties shall establish a Preferential Trading Arrangement in accordance with the provisions of this Agreement.
2. The objectives of this Agreement are:
 - i. To promote through the expansion of trade the harmonious development of the economic relations between India and Afghanistan.
 - ii. To provide fair conditions of competition for trade between India and Afghanistan.
 - iii. In the implementation of this Agreement the Contracting Parties shall pay due regard to the principle of reciprocity.
 - iv. To contribute in this way, by the removal of barriers to trade, to the harmonious development and expansion of world trade.

Article II

Definitions

For the purpose of this agreement:

1. **"Tariffs"** means basic customs duties included in the national schedules of the Contracting Parties;
2. **"Products"** means all products including manufactures and commodities in their raw, semi-processed and processed forms.
3. **"Preferential Treatment"** means any concession or privilege granted under this Agreement by a Contracting

印度-阿富汗优惠贸易协定

优惠贸易协定印度共和国与阿富汗过渡伊斯兰国之间

序言

印度共和国政府与阿富汗过渡伊斯兰国（以下简称“缔约方”），

考虑到通过经济一体化扩大其国内市场是加速其经济发展进程的重要前提。

铭记促进互利双边贸易的愿望。

深信有必要建立和促进自由贸易，以加强区域内经济合作和国民经济的发展。

进一步认识到，通过双边优惠贸易安排（以下简称“本协定”）逐步减少和消除双边贸易障碍，将有助于扩大世界贸易。

达成如下协议：

第一条

目标

缔约方应根据1.本协定的规定建立优惠贸易安排。本协定的目标是：2.通过扩大贸易促进i.印度与阿富汗之间经济关系的和谐发展。为印度与阿富汗之间的贸易提供公平的竞争条件。ii.在实施本协定时，缔约方应充分考虑到iii.互惠原则。通过消除贸易壁垒，以此方式促进iv.世界贸易的和谐发展与扩张。

物品 II

定义

为本协议之目的：

"关税" 指包含在缔约方国家税则中的基本海关税费；1."产品" 指所有产品，包括制成品、初级商品及其原料、半加工和2.加工形态。"优惠待遇" 指本协议项下任一缔约方通过逐步削减和/或消除货物流动关税所给予的减让或特权。3.

Party through the progressive reduction and/or elimination of tariffs on the movement of goods.

4. **"The Committee"** means the Joint committee referred to in Article XI.
5. **"Serious injury"** means significant damage to domestic producers, of like or similar products resulting from a substantial increase of preferential imports in situations which cause substantial losses in terms of earnings, production or employment unsustainable in the short term. The examination of the impact on the domestic industry concerned shall also include an evaluation of other relevant economic factors and indices having a bearing on the state of the domestic industry of that product.
6. **"Threat of serious injury"** means a situation in which a substantial increase of preferential imports is of a nature so as to cause "Serious injury" to domestic producers, and that such injury, although not yet existing is clearly imminent. A determination of threat of serious injury shall be based on facts and not on mere allegation, conjecture, or remote or hypothetical possibility.
7. **"Critical circumstances"** means the emergence of an exceptional situation where massive preferential imports are causing or threatening to cause "serious injury" difficult to repair and which calls for immediate action.

Article III

Elimination of Tariffs

The Contracting Parties hereby agree to establish a Preferential Trading Arrangement for the purpose of free movement of goods between their countries through reduction of tariffs on the movement of goods in accordance with the provisions of Annexures A & B which shall form an integral part of this Agreement.

Article IV

General Exceptions

Nothing in this Agreement shall prevent any Contracting Party from taking action and adopting measures, which it considers necessary for the protection of its national security, the protection of public morals, the protection of human, animal or plant life and health, those relating to importation or exportation of gold and silver, the conservation of exhaustible natural resources and the protection of national treasures of artistic, historic and archaeological value.

Article V

National Treatment

Both Contracting Parties agree to accord to each others products imported into their territory, treatment no less favourable than that accorded to like domestic products in respect of internal taxation and in respect of all other domestic laws and regulations affecting their sale, purchase, transportation, distribution or use.

Article VI

State Trading Enterprises

1. Nothing in this Agreement shall be construed to prevent a Contracting Party from maintaining or establishing a state trading enterprise.
2. Each Contracting Party shall ensure that any state enterprise that it maintains or establishes acts in a manner that is not inconsistent with the obligations of the Contracting Parties, under this Agreement and accords non-discriminatory treatment in the import from and export to the other Contracting Party.

Article VII

Rules of Origin

缔约方通过逐步减少和/或消除货物流动的关税。

"委员会" 指第十一条所述的联合委员会。 4.

"严重损害" 指由于优惠进口大幅增加导致国内同类或相似产品生产商遭受重大损害，此种损害在短期内造成收入、产量或就业方面不可持续的实质性损失。对相关国内产业影响的审查还应包括对该产品国内产业状况具有影响的其他相关经济因素和指标的评估。 5.

"严重损害威胁" 指优惠进口大幅增加的情形具有 6.导致国内生产商遭受"严重损害"的性质，且此种损害虽尚未发生但明显迫在眉睫。严重损害威胁的判定应基于事实，而非仅凭指控、推测或遥远的假设可能性。

"紧急情况" 指出现异常情形，其中大量优惠进口 7.正在造成或威胁造成难以补救的"严重损害"，需要立即采取行动。

第三条

关税的消除

缔约方特此同意建立一项优惠贸易安排，旨在通过根据构成本协议组成部分的附件A和B的规定，减少货物流动的关税，实现两国间货物的自由流动。

第四条

一般例外

本协议中的任何规定均不得阻止任何缔约方采取其认为保护国家安全、维护公共道德、保护人类、动物或植物的生命和健康、与黄金和白银进出口有关的措施、保护可耗尽的自然资源以及保护具有艺术、历史和考古价值的国家珍宝所必需的行动和措施。

第五条

国民待遇

缔约双方同意，对于进口至各自领土的对方产品，在国内税收及影响其销售、购买、运输、分销或使用的所有其他国内法律法规方面，所给予的待遇不得低于给予同类国内产品的待遇。

第六条

国营贸易企业

本协议的任何规定不得解释为阻止缔约方维持或设立1.国营贸易企业。

每一缔约方应确保其维持或建立的任何国营企业的行为方式2.不违背本协议规定的缔约方义务，并在与另一缔约方之间的进口和出口中给予非歧视性待遇。

第七条

原产地规则

1. Products covered by the provisions of this Agreement shall be eligible for preferential treatment provided they satisfy the Rules of Origin as set out in Annexure C to this Agreement which shall form an integral part of this Agreement.
2. For the development of specific sectors of the industry of either Contracting Party, lower value addition norms for the products manufactured or produced by those sectors may be considered through mutual negotiations.

Article VIII

Safeguard Measures

1. If any product, which is the subject of preferential treatment under this Agreement, is imported into the territory of a Contracting Party in such a manner or in such quantities as to cause or threaten to cause, serious injury in the importing Contracting Party, the importing Contracting Party may, with prior consultations except in critical circumstances, suspend provisionally without discrimination the preferential treatment accorded under the Agreement.
2. When action has been taken by either Contracting Party in terms of paragraph 1 of this Article, it shall simultaneously notify the other Contracting Party and the Joint Committee established in terms of Article XI. The Committee shall enter into consultations with the concerned Contracting Party and endeavor to reach mutually acceptable agreement to remedy the situation. Should the consultations in the Committee fail to resolve the issue within sixty days, the party affected by such action shall have the right to withdraw the preferential treatment.

Article IX

Domestic Legislation

1. The Contracting Parties shall be free to apply their domestic legislation to restrict imports, in cases where prices are influenced by unfair trade practices including subsidies or dumping.
2. The contracting parties undertake to notify at the earliest opportunity, through the competent bodies, of the opening of investigations and preliminary and final conclusions regarding such unfair trade practices that affect reciprocal trade.

Article X

Balance of Payment Measures

1. Notwithstanding the provisions of this Agreement, any Contracting Party facing balance of payments difficulties may suspend provisionally the preferential treatment as to the quantity and value of merchandise permitted to be imported under the Agreement. When such action has taken place, the Contracting Party, which initiates such action shall simultaneously notify the other Contracting Party.
2. Any Contracting Party, which takes action according to paragraph 1 of this Article, shall afford, upon request from the other Contracting Party, adequate opportunities for consultations with a view to preserving the stability of the preferential treatment provided under this Agreement.

Article XI

Joint Committee

1. A Joint Committee shall be established at Ministerial level. The Committee shall meet at least once a year to review the progress made in the implementation of this Agreement and to ensure that benefits of trade expansion emanating from this Agreement accrue to both Contracting Parties equitably. The Committee may set up Sub-Committees and/or Working Groups as considered necessary.
2. In order to facilitate cooperation in customs matters, the Contracting Parties agree to establish a Working Group

受本协定规定约束的产品，只要1.满足本协定附件C所规定的原产地规则（该附件构成本协定不可分割的一部分），即有资格享受优惠待遇。

为促进任一缔约方特定工业部门的发展，可通过相互协商降低2.这些部门制造或生产产品的增值标准。

第八条

保障措施

若根据本协定享受优惠待遇的产品以特定方式或数量进口至1.某一缔约方领土，导致或威胁导致进口缔约方遭受严重损害，则该进口缔约方可在事先协商后（紧急情况除外），无差别地临时中止协定项下授予的优惠待遇。

当任一缔约方根据本条第一款采取行动时，应2.立即通知另一缔约方及第十一条设立的联合委员会。委员会应与相关缔约方进行磋商，并努力达成双方可接受的补救协议。若委员会磋商未能在六十日内解决问题，受该行动影响的缔约方有权撤回优惠待遇。

第九条

国内立法

缔约方有权自由适用其国内立法以限制进口，在价格1.受到包括补贴或倾销在内的不公平贸易做法影响的情况下。

缔约方承诺尽早通过主管机构通知2.关于影响互惠贸易的此类不公平贸易做法的调查启动及初步和最终结论。

第十条

国际收支措施

1. 尽管根据本协定的规定，任何缔约方在面临国际收支困难时，可暂时中止

当采取此类行动时，发起此类行动的缔约方应同时通知其他缔约方。

任何根据本条第一款采取行动的缔约方，应2.其他缔约方的请求，提供充分的磋商机会，以期保持本协定所提供的优惠待遇的稳定性。

第十一条

联合委员会

应设立一个部长级的联合委员会。委员会应每年至少召开一次会议，以1.审查本协议的执行进展情况，并确保本协议带来的贸易扩张利益公平地惠及双方缔约方。委员会可根据需要设立小组委员会和/或工作组。

2. 为了促进合作 为加强海关事务合作，缔约方同意设立一个工作组

on Customs related issues including harmonisation of tariff headings. The Working Group shall meet as often as required and shall report to the Committee on its deliberations.

3. The Committee shall accord adequate opportunities for consultation on representations made by any Contracting Party with respect to any matter affecting the Implementation of the Agreement. The Committee shall adopt appropriate measures for settling any matter arising from such representations within 6 months of the representation being made. Each Contracting Party shall implement such measures immediately.
4. The Committee shall nominate one apex chamber of trade and industry in each country as the nodal chamber to represent the views of the trade and industry on matters relating to this Agreement.

Article XII

Consultations

1. Each Contracting Party shall accord sympathetic consideration to and shall afford adequate opportunity for, consultations regarding such representations as may be made by the other Contracting Party with respect to any matter affecting the operation of this Agreement.
2. The Committee may meet at the request of a Contracting Party to consider any matter for which it has not been possible to find a satisfactory solution through consultations under paragraph 1 above.

Article XIII

Settlement of Disputes

1. Any dispute that may arise between commercial entities of the Contracting Parties shall be referred for amicable settlement to the nodal apex chambers. Such references shall, as far as possible, be settled through mutual consultations by the Chambers. In the event of an amicable solution not being found, the matter shall be referred to an Arbitral Tribunal for a binding decision. The Tribunal shall be constituted by the Joint Committee in consultation with the relevant Arbitration Bodies in the two countries.
2. Any dispute between the Contracting Parties regarding the interpretation and application of the provisions of this Agreement or any instrument adopted within its framework shall be amicably settled through negotiations failing which a notification may be made to the Committee by any one of the Contracting Parties.

Article XIV

Duration and Termination of Agreement

This Agreement shall remain in force until either Contracting Party terminates this Agreement by giving six months written notice to the other of its intention to terminate the Agreement.

Article XV

Amendments

1. The Agreement may be modified or amended through mutual agreement of the Contracting Parties. Proposals for such modifications or amendments shall be submitted to the Joint Committee and upon acceptance by the Joint Committee, shall be approved in accordance with the applicable legal procedures of each Contracting Party. Such modifications or amendments shall become effective when confirmed through an exchange of diplomatic notes and shall constitute an integral part of the Agreement.
2. Provided however that in emergency situations, proposals for modifications may be considered by the Contracting parties and if agreed, given effect to through an exchange of diplomatic notes.

Article XVI

负责处理包括关税税则协调在内的海关相关问题。工作组应根据需要经常召开会议，并向委员会报告其审议情况。

委员会应为任何缔约方就影响本协定实施的任何事项提出的陈述提供充分的磋商机会。3.委员会应采取适当措施，在陈述提出后6个月内解决由此产生的任何问题。各缔约方应立即实施此类措施。

委员会应指定每个国家的一个工商业最高商会作为节点商会，4.代表工商业就与本协定相关的事项发表意见。

第十二条

磋商

各缔约方应对另一缔约方就影响本协定运作的任何事项可能提出的陈述给予同情考虑，并提供充分机会，1.就此进行磋商。

委员会可根据一缔约方的请求召开会议，审议任何无法通过上述第1款规定的磋商找到满意解决方案的事项。2.

第十三条

争端解决

缔约方的商业实体之间可能产生的任何争端应提交至节点最高商会进行友好1.解决。此类提交应尽可能通过商会之间的相互磋商解决。如未能达成友好解决方案，则应将此事提交仲裁庭作出有约束力的裁决。仲裁庭应由联合委员会在与两国相关仲裁机构磋商后组建。

缔约方之间关于本协议条款解释和适用的任何争端，或在其框架内通过的任何文书的争端，应通过谈判友好解决，若谈判未果，任一缔约方可向委员会发出通知。2.

第十四条

协议的期限和终止

本协议将持续有效，直至任一缔约方向另一方发出终止协议的六个月书面通知。

第十五条

修正案

本协定可通过缔约方双方协议进行修改或修正。此类修改或修正的提案应提交至联合委员会，经联合委员会接受后，应按照各缔约方适用的法律程序予以批准。此类修改或修正在外交换文确认后生效，并构成本协定的组成部分。1.

但在紧急情况下，缔约2.方可考虑修改提案，若达成一致，则通过交换外交照会予以实施。

第十六条

(Annexures)

The list of items covered under preferential tariff by the Government of Afghanistan is at Annexure - A and the list of items covered under preferential tariff by the Government of India is at Annexure-B which are integral parts of this Agreement.

Article XVII**Entry into Force**

1. The Agreement shall enter into force on the thirtieth day after the Contracting Parties hereto have notified each other that their respective constitutional requirements and procedures have been completed.
2. In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.
3. Signed at New Delhi on the 6th day of March 2003 in two originals each in Hindi, Dari and English languages, all of them being equally authentic. In case of any divergence in interpretation, the English Text shall prevail.

(ARUN JAITLEY)
MINISTER OF COMMERCE AND INDUSTRY
GOVERNMENT OF THE REPUBLIC OF INDIA

(SAYED MUSTAFA KAZEMI)
MINISTER OF COMMERCE
TRANSITIONAL ISLAMIC STATE OF AFGHANISTAN

ANNEXURE - A**THE LIST OF ITEMS WHERE PREFERENTIAL TARIFF IS GRANTED BY THE GOVERNMENT OF AFGHANISTAN**

S.NO.	HS CODE	PRODUCT DESCRIPTION	MFN DUTY %	MOP % *
1	090230	Black Tea (fermented)	Temporary Exempted	100
2	090240	Other Black Tea	Temporary Exempted	100
3	300210	Antisera & Other BLD Frctn; Mdfd Immunlgcl products	7	100
4	300390	Other Ayurvedic, Homeopathic Medicine	7	100
5	300490	Other Medicine for retail sale	7	100
6	170199	Sugar refined	Temporary Exempted	100
7	252310	Cement Clinkers	25	100
8	252321	White Cement	25	100

(* Margin of Preference)

ANNEXURE - B**THE LIST OF ITEMS WHERE PREFERENTIAL TARIFF IS GRANTED BY THE GOVERNMENT OF INDIA**

S.No.	H.S. Code	Product Description	MFN Duty %	M O P*
1	080620	Green Raisins	105	50%
2	080620	Green Large	105	50%
3	080620	Black Raisins	105	50%
4	080620	Red Raisins	105	50%
5	081310	Dried Apricots Nuts	30	50%

(附件)

阿富汗政府给予优惠关税的商品清单见附件A，印度政府给予优惠关税的商品清单见附件B，二者均为本协议不可分割的组成部分。

第十七条**生效**

本协定应自缔约双方相互通知已完成各自宪法要求和程序之日起第三十日生效。1.

下列签署人经各自政府正式授权，在本协定上签字，以昭信守。2.

2003年3月6日订于新德里，一式两份，每份均用印地语、达里语和英语写成，三种文本同等作准。如遇解释分歧，以英文文本为准。3.

(阿伦·贾特利)
部长工业部 印度共和国政府

(赛义德·穆斯塔法·卡齐米) 商业部长 阿富汗过渡伊斯兰国

附件A**阿富汗政府授予优惠关税的物品清单**

序号	HS编码	产品描述	最惠国税率百分比	优惠关税税率*
1	090230	红茶（发酵）	临时免税	100
2	090240	其他红茶	临时免税	100
3	300210	抗血清及其他血液成分；改性免疫制品	7	100
4	300390	其他阿育吠陀、顺势疗法药物	7	100
5	300490	其他零售药品	7	100
6	170199	精制糖	临时免税	100
7	252310	水泥熟料	25	100
8	252321	白水泥	25	100

(* 优惠幅度)

附件B**印度政府给予优惠关税的物品清单**

序号	HS编码	产品描述	最惠国税率百分比	优惠幅度*
1	080620	绿葡萄干	105	50%
2	080620	绿色大颗粒	105	50%
3	080620	黑葡萄干	105	50%
4	080620	红葡萄干	105	50%
5	081310	干杏坚果	30	50%

6	081310	Dried Apricots	30	50%
7	080420	Fig Dried	30	100%
8	080250	Pistachios closed Shell	30	100%
9	080250	Pistachios Open Shell	30	100%
10	080250	Pistachios Shelled (Kernall)	30	100%
11	080231	Walnuts Unshelled	30	50%
12	080232	Walnuts shelled	30	50%
13	081340	Plums Dried	30	50%
14	080212	Almond Thin Shelled	Rs. 65/Kg.	50%
15	080212	Almond Hard Shelled	Rs. 65/Kg.	50%
16	080212	Almond Shelled	Rs. 65/Kg.	50%
17	081340	Mulberries Dried	30	100%
18	081340	Pine Nuts Toasted	30	100%
19	080620	Raisins Golden	105	50%
20	081310	Apricots Nuts, Bitter Unshelled	30	50%
21	081310	Apricots Nuts, Bitter Shelled	30	50%
22	080620	Green Raisins except Large	105	50%
23	081340	Cherries Sour Dried	30	50%
24	080610	Grapes fresh, All types	40	50%
25	080719	Melon fresh	30	100%
26	080810	Apples fresh	50	50%
27	080910	Apricots fresh	30	50%
28	081090	Pomegranates	30	50%
29	090910	Anise Seeds	30	50%
30	090940	Caraway Seeds, White, Black Kajak	30	50%
31	120400	Linseeds	30	50%
32	120740	Sesame Seeds etc.	30	50%
33	121110	Liquorice Roots plants for Pharmacy etc.	30	50%
34	121410	Alfalfa Seeds	30	50%
35	130190	Asafeotida	30	100%
36	710310	Lapis Lazuli, Ruby, Emerald etc.(Unworked)	30	100%
37	710391	Emeralds (Otherwise worked)	30	100%
38	710399	Lapis Lazuli, Ruby (Otherwise worked)	30	100%

(* Margin of Preference)

ANNEXURE - C**RULES OF ORIGIN****1. Short title/commencement:-**

These rules may be called the rules of Determination of Origin of Goods under the PTA between Afghanistan and the Republic of India.

2. Application:-

6	081310	杏干	30	50%
7	080420	无花果干	30	100%
8	080250	闭壳开心果	30	100%
9	080250	开壳开心果	30	100%
10	080250	去壳开心果（果仁）	30	100%
11	080231	带壳核桃	30	50%
12	080232	去壳核桃	30	50%
13	081340	李子干	30	50%
14	080212	薄壳杏仁	65卢比/公斤	50%
15	080212	硬壳杏仁	65卢比/公斤	50%
16	080212	去壳杏仁	65卢比/公斤	50%
17	081340	桑葚干	30	100%
18	081340	烤松子	30	100%
19	080620	黄金葡萄干	105	50%
20	081310	苦杏仁（去壳）	30	50%
21	081310	苦杏仁（带壳）	30	50%
22	080620	绿葡萄干（除大粒外）	105	50%
23	081340	酸樱桃干	30	50%
24	080610	新鲜葡萄，所有类型	40	50%
25	080719	新鲜甜瓜	30	100%
26	080810	新鲜苹果	50	50%
27	080910	新鲜杏子	30	50%
28	081090	石榴	30	50%
29	090910	茴香籽	30	50%
30	090940	葛缕子籽，白色，黑色卡贾克	30	50%
31	120400	亚麻籽	30	50%
32	120740	芝麻籽等	30	50%
33	121110	药用甘草根植物等。	30	50%
34	121410	紫花苜蓿籽	30	50%
35	130190	阿魏	30	100%
36	710310	青金石、红宝石、祖母绿等（未加工）	30	100%
37	710391	翡翠（其他加工）	30	100%
38	710399	青金石、红宝石（其他加工）	30	100%

(* 优惠幅度)

附件C**原产地规则****1. 简称/生效:-**本规则可称为阿富汗与印度共和国之间优惠贸易协定项下货物原产地确定规则。**2. 适用范围:-**

These rules shall apply to products consigned from the territory of either of the Contracting Parties.

3. Determination of Origin :-

No product shall be deemed to be the produce or manufacture of either country unless the conditions specified in these rules are complied with in relation to such products, to the satisfaction of the appropriate Authority.

4. Declaration at the time of importation:-

The importer of the product shall, at the time of importation:

- make a declaration that the products are the produce or manufacture of the country from which they are imported and such products are eligible for preferential treatment under the Agreement, and
- produce the evidence specified in these rules.

5. Originating products:-

Products covered by the Agreement imported into the territory of a Contracting Party from another Contracting Party which are consigned directly within the meaning of rule 9 hereof, shall be eligible for preferential treatment if they conform to the origin requirement under any one of the following conditions:

- Products wholly produced or obtained in the territory of the exporting Contracting Party as defined in rule 6; or
- Products not wholly produced or obtained in the territory of the exporting Contracting Party, provided that the said products are eligible under rule 7 or rule 8 read with rule 7.

6. Wholly produced or obtained:-

Within the meaning of rule 5(a), the following shall be considered as wholly produced or obtained in the territory of the exporting Contracting Party:

- raw or mineral products extracted from its soil, its water or its seabed;
- vegetable products harvested there;
- animals born and raised there;
- products obtained from animals referred to in clause (c) above;
- products obtained by hunting or fishing conducted there;
- products of sea fishing and other marine products from the high seas by its vessels;
- products processed and/or made on board its factory ships exclusively from products referred to in clause (f) above;
- used articles collected there, fit only for the recovery of raw materials;
- waste and scrap resulting from manufacturing operations conducted there;
- products extracted from the seabed or below seabed which is situated outside its territorial waters, provided that it has exclusive exploitation rights;
- goods produced there exclusively from the products referred to in clauses (a) to (j) above.

7. Not wholly produced or obtained:-

- Within the meaning of rule 5(b), products worked on or processed as a result of which the total value of the materials, parts or produce originating from countries other than the Contracting Parties or of undetermined origin used does not exceed 50% of the f.o.b. value of the products produced or obtained and the final process of manufacture is performed within the territory of the exporting Contracting Party shall be eligible for preferential treatment, subject to the provisions of clauses (b), (c), (d) and (e) of rule 7 and rule 8.
- Non-originating materials shall be considered to be sufficiently worked or processed when the product obtained is classified in a heading, at the four digit level, of the Harmonised Commodity Description and Coding System

本规则适用于从任一缔约方境内发运的产品。

3. 原产地确定: -

除非相关主管机构确认此类产品符合本规则规定的条件, 否则任何产品均不得被视为任一国家的原产或制造产品。

4. 进口时申报: -

产品进口商应在进口时:

- 申报该产品为进口来源国的原产或制造产品a.且该产品有资格享受本协定项下的优惠待遇, 并提供本规则规定的证明。b.

5. 原产品: -

受本协定覆盖的产品, 从一缔约方进口至另一缔约方领土, 且符合本协定第9条规则中直接运输定义的, 若满足以下任一原产地要求条件, 则有资格享受优惠待遇:

- 如第6条规则所定义, 在出口缔约方领土内完全生产或获得的产品; 或a.非在出口缔约方领土内完全生产或获得的产品, 但所述b.产品符合第7条规则或结合第7条规则解读的第8条规则的要求。

6. 完全生产或获得: -

在第5条规则(a)款的含义范围内, 以下产品应视为在出口缔约方领土内完全生产或获得:

- 从其土壤、水域或海床提取的原材料或矿产品; a.
- 在当地收获的植物产品; b.
- 在当地出生和饲养的动物; c.
- 从上述第(c)款所指动物获得的产品; d.
- 通过在当地进行的狩猎或捕鱼获得的产品; e.
- 由其船舶在公海捕捞的海洋捕捞产品和其他海产品; f.
- 由其加工船仅使用第(f)款所述产品加工和/或制成的产品g.;
- 在该地收集的废旧物品, 仅适用于原材料回收; h.
- 在该地进行制造操作所产生的废料和碎屑; i.
- 从位于其领海以外的海床或海床以下提取的产品, 前提是j.该缔约方拥有独家开采权;
- go在该地完全由上述(a)至(j)款所述产品生产的产品.

7. 非完全生产或获得: -

- 根据第5条规则(b)款的含义, 经过加工或处理的产品, 其使用的非缔约方国家或未确定原产地的材料、零件或产品的总价值不超过所生产或获得产品的离岸价值的50%, 且最终制造过程在出口缔约方领土内完成, 则有资格享受优惠待遇, 但须遵守第7条规则(b)、(c)、(d)和(e)款及第8条规则的规定。当所获得的产品满足以下条件时, 非原材料应被视为充分加工或处理:

- b. 归类于协调商品描述和编码系统四位税目级别的税目

different from those in which all the non-originating materials used in its manufacture are classified.

- c. In order to determine whether a product originates in the territory of a Contracting Party, it shall not be necessary to establish whether the power and fuel, plant and equipment, and machines and tools used to obtain such products originate in third countries or not.
- d. The following shall in any event be considered as insufficient working or processing to confer the status of originating products, whether or not there is a change of heading:
1. Operations to ensure the preservation of products in good condition during transport and storage (ventilation, spreading out, drying, chilling, placing in salt, sulphur dioxide or other aqueous solutions, removal of damaged parts, and like operations).
 2. Simple operations consisting of removal of dust, sifting or screening, sorting, classifying, matching (including the making-up of sets of articles), washing, painting, cutting up;
 3. (i) changes of packing and breaking up and assembly of consignments, (ii) simple slicing, cutting and repacking or placing in bottles, flasks, bags, boxes, fixing on cards or boards, etc., and all other simple packing operations.
 4. the affixing of marks, labels or other like distinguishing signs on products or their packaging;
 5. simple mixing of products, whether or not of different kinds, where one or more components of the mixture do not meet the conditions laid down in these Rules to enable them to be considered as originating products;
 6. simple assembly of parts of products to constitute a complete product;
 7. a combination of two or more operations specified in (a) to (f);
 8. slaughter of animals.
- e. The value of the non-originating materials, parts or produce shall be:
- i. The c.i.f. value at the time of importation of the materials, parts or produce where this can be proven; or
 - ii. The earliest ascertainable price paid for the materials, parts or produce of undetermined origin in the territory of the Contracting Parties where the working or processing takes place.

8. Cumulative rules of origin:-

In respect of a product, which complies with the origin requirements provided in rule 5(b) and is exported by any Contracting Party and which has used material, parts or products originating in the territory of the other Contracting Party, the value addition in the territory of the exporting Contracting Party shall be not less than 30 per cent of the f.o.b. value of the product under export subject to the condition that the aggregate value addition in the territories of the Contracting Parties is not less than 40 per cent of the f.o.b. value of the product under export.

9. Direct consignment:-

The following shall be considered to be directly consigned from the exporting country to the importing country:

- a. if the products are transported without passing through the territory of any country other than the countries of the Contracting Parties.
- b. The products whose transport involves transit through one or more intermediate countries with or without transshipment or temporary storage in such countries; provided that
 - i. the transit entry is justified for geographical reason or by considerations related exclusively to transport requirements;
 - ii. the products have not entered into trade or consumption there; and
 - iii. the products have not undergone any operation there other than unloading and reloading or any operation required to keep them in good condition.

10. Treatment of packing :-

不同于制造过程中使用的所有非原产材料所归类的税目。为确定产品是否源自缔约方领土，无需c.确认用于生产该产品的电力、燃料、厂房设备及机械工具是否源自第三国。下列情形无论如何均视为不足以赋予d.原产品资格的加工或处理（无论是否发生税目变更）：确保产品在运输和储存期间保持良好状态的作业（通风、1.摊晾、干燥、冷却、盐渍、二氧化硫或其他水溶液处理、剔除损坏部分及类似作业）；简单的除尘、筛分、分拣、分级、搭配（包括2.成套物品组装）、洗涤、涂漆、切割作业；（i）更换包装及分拆或组装托运货物、3.（ii）简单切片、切割及重新包装或装瓶/装袋/装箱、固定于卡片或纸板等，以及其他简单包装作业；在产品或其包装上附加标记、标签或其他类似识别标志；4.产品的简单混合（无论是否不同种类），且混合物中一种或多种成分不5.符合本规则规定的原产品认定条件；将产品部件简单组装成完整产品；6.（a）至（f）项所述两种或多种操作的组合；7.动物屠宰。8.非原产材料、部件或产品的价值应取：e.可证明的材料、部件或产品进口时的到岸价值；或i.在加工或处理发生地缔约方领土内，对未确定原产地的材料、部件或产品支付的最早可核实价格；ii.

8. 累计原产地规则:-对于符合规则5(b)中规定的原产地要求并由任一缔约方出口，且使用了另一缔约方领土内原产的材料、零件或产品的产品，

出口缔约方领土内的增值部分不得低于出口产品离岸价值的30%，且缔约方领土内的累计增值部分不得低于出口产品离岸价值的40%。

9. 直接运输:- 以下情况应被视为从出口国直接运输至进口国

被视为直接从出口国运往进口国。

y:

如果产品运输过程中未经过除缔约方国家以外的任何其他国家领土a.缔约方。产品运输涉及通过一个或多个中间国家过境，无论是否进行b.转运或在这些国家的临时存储；前提是过境入境是由于地理原因或完全与运输相关的考虑i.要求；产品未在当地进行贸易或消费；且ii.产品在当地除卸货和重装或任何iii.为保持其良好状态所需的操作外未经过任何其他操作。

10. 包装处理 :-

When determining the origin of products, packing should be considered as forming a whole with the product it contains. However, packing may be treated separately if the national legislation so requires.

11. Certificate of origin:-

Products eligible for a Certificate of origin in the form annexed shall support preferential treatment issued by an authority designated by the Government of the exporting country and notified to the other country in accordance with the certification procedures to be devised and approved by both the Contracting Parties.

12. Prohibitions:-

Either country may prohibit importation of products containing any inputs originating from States with which it does not have economic and commercial relations;

13. Co-operation between contracting parties:-

- The Contracting Parties will do their best to co-operate in order to specify origin of inputs in the Certificate of origin.
- The Contracting Parties will take measures necessary to address, to investigate and, where appropriate, to take legal and/or administrative action to prevent circumvention of this Agreement through false declaration concerning country of origin or falsification of original documents.
- Both the Contracting Parties will co-operate fully, consistent with their domestic laws and procedures, in instances of circumvention or alleged circumvention of the Agreement to address problems arising from circumvention including facilitation of joint plant visits and contacts by representatives of both Contracting Parties upon request and on a case – by – case basis.
- If either Party believes that the rules of origin are being circumvented, it may request consultation to address the matter or matters concerned with a view to seeking a mutually satisfactory solution. Each party will hold such consultations promptly.

14. Review:-

These rules may be reviewed as and when necessary upon request of either Contracting Party and may be open to such modifications as may be agreed upon.

Notes:

- Includes mineral fuels, lubricants and related materials as well as mineral or metal ores
- Includes agricultural and forestry products
- "Vessels" shall refer to fishing vessels engaged in commercial fishing, registered in the country of the Contracting Party and operated by a citizen or citizens of the Contracting Party or partnership, corporation or association, duly registered in such country, at least 60 per cent of equity of which is owned by a citizen or citizens and/or Government of such Contracting Party or 75 per cent by citizens and/or Governments of the Contracting Parties. However, the products taken from vessels, engaged in commercial fishing under Bilateral Agreements which provide for chartering/leasing of such vessels and/or sharing of catch between Contracting Party will also be eligible or preferential treatment.
- In respect of vessels or factory ships operated by Government agencies, the requirements of flying the flag of the Contracting Party does not apply.
- For the purpose of this Agreement, the term "factory ship" means any vessel, as defined, used for processing and/or making on board products exclusively from those products referred to in clause (f) of Rule 6.
- Cumulation as implied by Rule 8 means that only products which have acquired originating status in the territory of one Contracting Party may be taken into account when used as inputs for a finished product eligible for preferential treatment in the territory of the other Contracting Party.

CERTIFICATE OF ORIGIN

在确定产品原产地时，包装应被视为与其内装产品构成一个整体。但如果国家立法有要求，包装可被单独处理。

11. 原产地证书: -

符合附件格式原产地证书要求的产品，应支持由出口国政府指定并通知另一国家的机构根据缔约双方共同制定和批准的认证程序签发的优惠待遇。

12. 禁止事项: - 任一国家可

禁止进口含有与其无经济和商业关系国家原产投入物的产品;

13. 缔约方之间的合作: -

缔约方应尽力合作以明确原产地证书中投入物的原产地。a.原产地。缔约方将采取必要措施处理、调查并酌情采取b.法律和/或行政行动，防止通过虚假申报原产国或伪造原始文件规避本协定。缔约双方将在发生c.规避或涉嫌规避协定的情况下，根据各自国内法律和程序充分合作，解决规避引发的问题，包括应请求并基于个案安排促进双方代表进行联合工厂访问和接触。若任一方认为原产地规则正被规避，可请求就d.相关事项进行磋商，以寻求双方满意的解决方案。各方应及时举行此类磋商。

14. 审查: -

本规则可在任一缔约方请求下随时进行审查，并可根据双方协商一致进行修改。

注释:

- In包括矿物燃料、润滑剂及相关材料以及矿物或金属矿石 s

包括农业和林业产品2.

“船舶”指从事商业捕鱼的渔船，在缔约方国家注册，并由该缔约方公民或公民团体、合伙企业、公司或协会运营，且在该国正式注册，其至少60%的股权由该缔约方公民和/或政府持有，或75%由缔约方公民和/或政府持有。但根据双边协议从事商业捕鱼的船舶所捕获的产品，若协议规定此类船舶的租赁和/或缔约方之间的捕获物共享，亦可享受优惠待遇。3.

对于由政府机构运营的船舶或加工船，悬挂4.缔约方旗帜的要求不适用。

就本协议而言，“加工船”指任何定义的船只，用于加工5.和/或船上制造产品，且这些产品完全来自第6条规则(f)款所述的产品。第8条规则所暗示的累积意味着，只有在一缔约方领土内获得原产地资格的产品，6.当作为投入物用于在另一缔约方领土内有资格获得优惠待遇的成品时，方可被考虑。

原产地证书

1. Goods consigned from (Exporters' Business Name, Address, Country)		Reference No. INDIA - AFGHANISTAN PREFERENTIAL TRADING ARRANGEMENT (IAPTA) (Combined declaration and certificate) Issued in..... (Country) (See notes overleaf)			
2. Goods consigned to (Consignee's Name, Address, Country)		4. For Official use			
3. Means of transport and route (as far as known)					
5. Tariff item number	6. Marks and numbers of packages	7. Number and kind of packages: description of goods	8. Origin criterion (see Notes overleaf)	9. Gross weight or other quantity	10. Number and date of invoice
11. Declaration by the Exporter The undersigned hereby declares that the above details and statements are correct; That all the goods were produced in (Country) and that they comply with the origin requirements specified for those goods in IAPTA for goods exported to (Importing Country) 		12. Certificate: It is hereby certified, on the basis of control carried out that the declaration by the exporter is correct. 			
Place and date, signature of the authorised signatory		Place and date, signature and stamp of certifying authority.			

To qualify for preference, products must:

- fall within a description of products eligible for concessions in the country of destination under this agreement.
- comply with **IAPTA** Rules of Origin. Each Article in a consignment must qualify separately in its own right; and
- comply with the consignment conditions specified by the **IAPTA** Rules of Origin. In general products must be consigned directly within the meaning of Rule 9 hereof from the country of exportation to the country of destination.

II. Entries to be made in Box 8

- Preference products must be wholly produced or obtained in the exporting Contracting Party in accordance with Rule 6 of the **IAPTA** Rule of Origin, or where not wholly produced or obtained in the exporting Contracting Party must be eligible under Rule 7 or Rule 8.
- Products wholly produced or obtained enter the letter 'A' in box 8.
- Products not wholly produced or obtained; the entry in box 8 should be as follows:
- Enter letter 'B' in box 8 for products, which meet the origin criterion according to Rule 7. Entry of letter would be

1. 货物发运自（出口商名称、地址、国家）		参考编号 印度-阿富汗优惠贸易安排（IAPTA） (联合声明和证书) 签发于. (国家) (见背面注释)	
2. 货物发运至（收货人名称、地址、国家）		4. 官方使用	
3. 运输方式和路线（如已知）			
5. 税目编号 6. 标记和编号 7. 包装件数及种类 8. 原产地标准 9. 毛重 10. 发票编号及日期（参见背面注释）或其他数量			
11. 出口商声明 签署人特此声明上述细节及陈述均正确无误；且所有货物均生产于 . (国家) 且符合印度-亚太贸易协定中针对出口至 . (进口国) .		12. 证书: 兹证明，经核查，出口商声明内容正确无误。 .	
地点和日期，授权签署人签名		认证机构的地点、日期、签名及盖章。	

产品欲享受优惠待遇，须满足以下条件：

- 属于本协议项下目的地国给予减让的合格产品描述范围内；符合印度-亚太贸易协定原产地规则。每项托运货物中的物品均须独立符合资格；且
- 符合印度-亚太贸易协定原产地规则规定的托运条件。一般而言，产品须根据本协议第9条规则直接从出口国运至目的地国。

二、需在第8栏填写的条目

- 优惠产品必须根据《印度-亚太贸易协定》原产地规则第6条规则，在出口缔约方完全生产或获得；若未在出口缔约方完全生产或获得，则须符合第7条规则或第8条规则的资格。完全生产或获得的产品在第8栏填写字母'A'。非完全生产或获得的产品，第8栏应按以下方式填写：
-
-
- 对于符合第7条规则原产地标准的产品，在第8栏填入字母'B'。字母的填写应

followed by the sum of the value of materials, parts or produce originating from non-contracting parties or undetermined origin used, expressed as a percentage of the f.o.b. value of the products; (example B() percent).

- Enter letter 'C' in box 8 for products, which meet the origin criteria according to Rule 8. Entry of letter 'C' would be followed by the sum of the aggregate content originating in the territory of the exporting Contracting Party expressed as a percentage of the f.o.b. value of the exported product: (example 'C' () per cent).

随后标注所使用的来自非缔约方或未确定原产地的材料、零件或产品的价值总和，以产品离岸价值的百分比表示；（例如B()百分比）。

- 对于符合第8条规则原产地标准的产品，在第8栏填写字母‘C’。填写字母‘C’后需注明出口缔约方领土内产出的成分总和占出口产品离岸价值的百分比：（例如‘C’（ ）%）