

भाग ५

श्री ५ को सरकार

कानून, न्याय तथा संसदीय व्यवस्था मन्त्रालयको सूचना

श्री ५ को सरकार, नेपाल र गणतन्त्र पोल्याण्ड सरकारबीच मिति २०४६ वैशाख ३० तदनुसार १९६२ मे १२ मा सम्पन्न व्यापार सम्झौताको अंग्रेजी प्रामाणिक प्रति नेपाल सन्धि ऐन, २०४७ को दफा १२ को प्रयोजनका लागि प्रकाशित गरिएको छ ।

TRADE AGREEMENT

Between

HIS MAJESTY'S GOVERNMENT OF NEPAL

And

THE GOVERNMENT OF THE REPUBLIC OF POLAND

His Majesty's Government of Nepal and the Government of the Republic of Poland, hereinafter referred to as the "Contracting Parties", Being desirous of expanding and developing trade relations between the two countries on the basis of equality and mutual-benefit, Have agreed as follows:

ARTICLE 1

The Contracting Parties shall, subject to the laws and regulations in force in their respective countries, take all appropriate measures to facilitate and develop trade between the two countries.

ARTICLE 2

The Contracting Parties shall grant each other the most favoured nation treatment particularly with respect to duties/taxes and other charges as well as customs formalities in connection with the importation and exportation of goods from one country to another.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएको छ, मात्र लागु हुनेछ।

ARTICLE 3

The provisions of Article 2 shall not be applied to the advantages, exemptions and privileges, which the contracting Parties grant or shall grant:

- (a) to neighbouring countries in the border-trade;
- (b) to countries participating with either party in a customs union, a free trade area or a regional association for economic cooperation already in existence or which might be established in the future.

ARTICLE 4

Commercial transactions within the framework of this Agreement shall be concluded between the natural and juridical persons of both countries. The above mentioned natural and juridical persons shall carry out their commercial transactions on their own responsibility in every respect.

ARTICLE 5

The contracting Parties shall facilitate to the extent possible each other's participation in trade fairs to be held in either country, and in arranging trade exhibitions of either country in the territory of the other, on terms to be agreed between respective authorities.

ARTICLE 6

The contracting parties shall, subject to the laws and regulations in force in their respective countries and on conditions agreed upon by the respective authorities of both parties, permit the importation and exportation, free of customs duties, taxes and other sin levies or charges not related to the payment for services, the following.

- [a] Samples of goods and publicity materials, required only for obtaining orders and for advertising purposes, which are not for sale and are of no commercial value,
- [b] Goods imported temporarily for the purpose of trade fairs and exhibitions,

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

- [c] Goods imported temporarily for experiments and research activities,
- [d] Goods imported temporarily for repair.

ARTICLE 7

All payments for goods and services between natural and juridical persons of both countries shall be made in freely convertible currencies, in accordance with the foreign exchange regulations in force in each country.

ARTICLE 8

The Contracting Parties will ensure mutually the recognition and enforcement of the awards of the arbitration tribunals agreed upon in commercial contracts concluded within the framework of the present Agreement between natural and juridical persons of both countries, in case of disputes related to these contracts.

ARTICLE 9

Both Contracting Parties shall consult each other whenever necessary in order to recommend measures for expanding mutual trade or to overcome difficulties that might arise in connection with implementation of the provisions of this agreement.

For this purpose a consultative meeting attended by representatives of both parties may be held upon the request of either contracting party within a convenient term and at a place to be agreed upon by the contracting parties.

ARTICLE 10

In the event of termination of this agreement, its provisions shall continue to apply in respect of unfulfilled obligations of commercial contracts entered into during the period of validity of this Agreement.

ARTICLE 11

1. Each of the contracting parties shall notify to the other the completion of the procedures required by its law for bringing this Agreement into force. This Agreement shall enter into force thirty days after the date of the notification.

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आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

2. This Agreement shall come into force provisionally from the date of signature pending the completion of formalities stipulated above.
3. This Agreement shall be valid for three years and shall automatically be extended for further periods of three years unless a written notice of termination is given by either party six months prior to the expiry of this Agreement.
4. Any modification of and/or supplement to the present Agreement may be done only by written consent by both contracting parties thereto.

In witness whereof the undersigned, duly authorised by their respective Governments have signed this Agreement.

Done and signed in Kathmandu on the twelfth day of May 1992 in two originals in English language, both being equally authentic.

(On behalf of His Majesty's
Government of Nepal)

(Durga Prakash Panday)
Secretary
Ministry of Commerce

(On behalf of the
Government of the
Republic of Poland)

Juliusz Bialy
Ambassador
Extraordinary and
plenipotentiary of the
Republic of Poland to the
Kingdom of Nepal

आज्ञाते

उदयनेपाली श्रेष्ठ

उपसचिव

(६)

मुद्रण तथा प्रकाशन विभाग, सिंहदरबार, काठमाडौंमा मुद्रित ।

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।