

भाग ५

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालयको सूचना

श्री ५ को सरकार, नेपाल र नेदरल्याण्ड सरकारबीच "Mechi Hill Irrigation and Related Development Programme" सञ्चालन गर्ने सम्बन्धमा सम्पन्न भएको सम्झौता सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

AGREEMENT

BETWEEN

HIS MAJESTY'S GOVERNMENT OF NEPAL

AND

THE GOVERNMENT OF THE NETHERLANDS

CONCERNING

MECHI HILL IRRIGATION AND RELATED DEVELOPMENT
PROGRAMME

(MECHI-PROGRAMME)

His Majesty's Government of Nepal (hereinafter referred to as 'HMG/N') and the Government of the Netherlands (hereinafter referred to as 'the Netherlands Government') acting through the 'Netherlands Development Organization' in Nepal (hereinafter referred to as 'SNV-Nepal');

Being desirous to strengthen and promote the friendly relations existing between the two countries; and,

Being desirous to improve the economic and social conditions of the people of Nepal;

Have agreed as follows:

ARTICLE I

The Programme

1.01 The programme in this Agreement shall be known as the 'Mechi Hill Irrigation and Related Development Programme' (hereinafter referred to as 'the Programme'). It will be undertaken

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jointly by HMG/N through its 'Ministry of Panchayat and Local Development' (hereinafter referred to as 'MPLD') and the 'Department of Agriculture' (hereinafter referred to as 'DOA') under the 'Ministry of Agriculture' (hereinafter referred to as 'MOA') and SNV-Nepal.

ARTICLE II

Objectives

- 2.01 The objective of the Programme is to assist the target population from the Programme Area in improving their level of self-reliance within an ecologically sound environment.
- 2.02 The Programme activities specifically relate to the development of irrigation, agriculture and related infrastructure, with special attention to women as a target group.
- 2.03 The Programme shall be implemented in the three hill districts of the Mechi Zone in Eastern Nepal: Ilam, Panchthai and Taplejung.

Every year the Programme will concentrate its activity to another cluster of 5 to 10 village panchayats in each district. The agricultural and women development activities will initially be limited to areas of one district, only to be expanded with increasing absorption capacity of the Programme.

ARTICLE III

Duration

- 3.01 The duration of this Agreement shall be of four years, beginning from the date of signing of this Agreement.

ARTICLE IV

Responsible Authorities

- 4.01 HMG/N shall designate both MPLD and MOA as the agencies responsible for the implementation of its obligations under this Agreement and the Secretary/MPLD and the Secretary/MOA, or their designates, shall be its Authorized Representatives.
- 4.02 MPLD shall be the 'Lead Agency' responsible not only for the implementation of the Programme activities under its jurisdiction, but also for the coordination of other activities to be implemented under the Programme.

MOA shall have full authority over the planning and the implementation of the agricultural activities.

- 4.03 The Netherlands Government shall designate SNV-Nepal as the agency responsible for the implementation of its obligations under this Agreement and the Resident Representative of SNV-Nepal, or his designate, shall be its Authorized Representative.

ARTICLE V

Financial Contribution by HMG/N

- 5.01 HMG/N shall contribute a total amount of NRs. 83,98,000/- (Nepalese Rupees Eight million three hundred ninety eight thousand only) to the Programme budget, as referred to in ANNEX I.

ARTICLE VI

Financial Contributions by the Netherlands Government

- 6.01 The Netherlands Government shall contribute up to a maximum total of NRs. 3,74,77,790 (Dfl. 4,087,000) or not more than 85% of joint the Netherlands Government /HMG/N expenditures to the total Programme budget as referred to in ANNEX I.

ARTICLE VII

General Understandings and Undertakings

- 7.01 To support and coordinate Programme activities implemented through district offices, HMG/N shall establish a separate Project Coordinator's Office in Ilam Bazar.
- 7.02 HMG/N shall provide, as part of its commitments, necessary qualified personnels on full time basis, unless otherwise mentioned, as follows:
- (i) **Through MPLD at Central Level (Kathmandu):**
One Desk Officer (on a part time basis)
 - (ii) **Through MPLD at Coordinator's Office Level (Ilam Bazar):**
 - (a) One Project Coordinator
 - (b) Two Project Engineers (of whom one provided by SNV-Nepal)
 - (c) One Project Women Development Officer
 - (d) One Socio-Economist (Provided by SNV-Nepal)
 - (e) One Project Accountant, and
 - (f) A required number of support staff.

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(iii) Through MPLD at District Level (Ilam, Panchthar, Taplejung):

- (a) Three Local Development Officers (on a part time basis)
- (b) Three Project Engineers (of whom two will be provided by SNV-Nepal)
- (c) Nine Overseers
- (d) Six Technicians
- (e) Up to three Women Development Officers, according to the need
- (f) Up to twelve Women Development Assistants, according to the need
- (g) Three Accountants, and
- (h) A required number of Support Staff

(iv) Through MOA at Central Level (Kathmandu):

- (a) One Desk Officer (on a part time basis)

(v) Through MOA at Coordinator's Office Level (Ilam Bazar):

- (a) One Agricultural Programme Officer
- (b) One Project Agronomist (provided by SNV-Nepal)

(vi) Through MOA at District Level (Ilam, Panchthar, Taplejung):

- (a) Three Districts Agricultural Development Officers (on a part time basis)
- (b) Three Production Agronomists
- (c) Nine Junior Technicians, and
- (d) A required number of Support Staff.

7.03 HMG/N shall formally request up to five Development Associates from SNV-Nepal, as required by the Programme in any of the following jobs:

- | | |
|------------------------------|--------|
| (i) Project Engineer | -three |
| (ii) Project Socio-Economist | -one |
| (iii) Project Agronomist | -one |

7.04 HMG/N shall provide all further legal, organizational and technical support at Central, Coordinator's and District Office Levels, to facilitate a smooth Programme implementation.

7.05 HMG/N through its Coordinator's and District Offices shall in close consultation with SNV-Nepal, select and propose, such activities and projects as fit within the ideas and criteria written in the Project Document.

- 7.06 HMG/N shall make sure that the goods, equipment and vehicles provided by SNV-Nepal to the Programme shall be used exclusively for their intended purpose.
- 7.07 HMG/N shall upon completion of specific construction work, certify through the responsible Project Engineer to SNV-Nepal that the design specifications have been met.
- 7.08 HMG/N shall be responsible through the respective district offices for the maintenance of the projects built and the continuation of activities started under the Programme.
- 7.09 SNV-Nepal shall provide as part of its commitment an expatriate Chief Technical Adviser to assist in the Planning, implementation and monitoring of the Programme, who will be assisted by the following qualified Local Programme Staff:

(i) At its Liaison Office (Kathmandu):

- (a) One Liaison Officer
- (b) One Typist

(ii) At Coordinator's Office Level (Ilam Bazar):

- (a) One Financial Officer
- (b) One Driver/Mechanic
- (c) One Typist

7.10 SNV-Nepal shall agree to provide requested Development Associates under its separate Agreement for technical cooperation, as specified under section 7.03 of this Agreement.

7.11 SNV-Nepal shall provide to the Programme the goods, equipment and vehicles needed for a smooth Programme implementation.

ARTICLE VIII

Planning, Monitoring and Evaluation

8.01 The Annual Workplan and Budget of all Programme activities as described in the Project Document shall be prepared by the Project Coordinator in consultation with SNV-Nepal based on the recommendations of the District Development Plan under the Decentralization Act and its By-laws. The preparation

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time will coincide with the annual budget exercise of HMG/N and an agreement on it shall be made in a joint meeting of representatives of all the involved parties.

- 8.02 The Project Coordinator and the Chief Technical Adviser shall jointly prepare and submit progress reports and detailed proposals every trimester, within one month from the end of every four months, to the Contracting Parties.
- 8.03 HMG/N shall organize regular meetings of district and programme level staff to review progress and update planning of the Programme activities.
- 8.04 In the third Programme Year HMG/N and SNV-Nepal shall jointly carry out a mid-term evaluation of the First Phase of the Programme to assess the results achieved so far and the difficulties encountered in the implementation so as to decide upon the further course of actions.

ARTICLE IX Financial Management

- 9.01 The annual Programme Budget shall consist of the expenditures to be funded by HMG/N and the Netherlands Government. The Budget will show in detail the funds intended for expenditures by District Level Offices, by the Coordinator's Office and directly by SNV-Nepal.
- 9.02 HMG/N shall undertake to allocate in each fiscal year the budget required to bear its agreed upon contribution as specified in ARTICLE V.
- 9.03 SNV-Nepal shall release the contribution of the Netherlands Government on a trimester basis to the Programme Budget upon its approval of the progress reports and workplans from the Coordinator's Office and upon receipts of an official request from the Ministry of Finance of HMG/N. The release shall be by transferring through the Office of the Comptroller General:
 - (i) to the Coordinator's Office Account in Ilam: the budgetted expenditures e.g. coordination, training, logistics and other supra-district activities.

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- (ii) to the respective District Office Programme Accounts: the expenditures for district level activities; labour, rents, local transport, etc.
- 9.04 Funds channeled directly through SNV-Nepal, e.g.procurement, training, or consultancies, shall be spent with due information to HMG/N.
- 9.05 HMG/N shall arrange for separate Programme Accounts for each involved line agency office.
- 9.06 Both HMG/N and SNV-Nepal shall agree to provide-as per the prescribed formats of HMG/N-financial reports on the Programme in July, November and March as to coincide with the trimester reporting schedule of HMG/N and an additional one in January at the end of the Netherlands Fiscal Year.
These reports are to ensure financial control over all funds disbursed and to provide necessary justification for the advances to the Programme by SNV-Nepal.
- 9.07 All auditing of the Programme and District Account shall be done according to the prescribed HMG/N procedures.
- 9.08 SNV-Nepal may reduce the instalments of funds according to the amounts of unspent balances out of the previous instalment and the actual requirement of the Programme. The balance unspent at the end of the Fiscal Year shall be carried forward to the account of the contribution of the following year.
- 9.09 The Coordinator's Office is finally responsible for coordinating all activities of financial management.

ARTICLE X Other Provisions

- 10.01 HMG/N shall extend to the SNV-Personnel in the Programme all Privileges which are afforded to all SNV-Nepal personnel under Agreement signed between HMG/N and the Netherlands Government on 16th May 1983 concerning the Employment of Netherlands Volunteers.

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- 10.02 HMG/N shall exempt from import and export duties or fiscal charges all project goods, equipment and vehicles provided for the Programme by SNV-Nepal.
- 10.03 HMG/N shall not hold SNV-Nepal and its personnel deputed to the Programme responsible for any liability or claim related to any of the activities under the Programme.
- 10.04 HMG/N shall allow SNV-Nepal a separate operational Convertible Account for the Programme to ensure a smooth financial flow.

ARTICLE XI Project Document

- 11.01 All agreed points are described in detail in the Project Document and shall be an ANNEX to this Agreement.

ARTICLE XII Entry into Force, Amendment and Termination

- 12.01 This Agreement shall enter into force from the date of its signing by the Authorized Representatives of the Contracting Parties.
- 12.02 This Agreement may be amended from time to time, upon mutual agreement between the Contracting Parties.
- 12.03 The Contracting Parties of this Agreement are bound to make every effort to accomplish the objectives set forth herein. Either Party may terminate this Agreement by giving six months prior written notice.

In case of termination, the Contracting Parties shall undertake to fulfil their commitments made before the date of such termination.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective authorities, have signed this Agreement.

Signed in duplicate in The Hague, this 23rd day of March 1987.

ON BEHALF OF HMG/N

Sd.

AMBASSADOR
ROYAL NEPALESE EMBASSY
5300 BONN 2
WEST GERMANY

ON BEHALF OF SNV/

Netherlands Development
Organization

Sd.

ANNEX I PROGRAMME BUDGET, SUMMARY

HMG-Contribution (NRs'000)

Item	1986/87	1987/88	1988/89	1989/90	Total ITEM	TOTAL	REMARKS
200 Personnel Cost	MPLD	230	650	720	767	2367	2688
	MOA	20	70	110	121	321	-Salaries Full Time Staff
400 Project Cost	MPLD	320	1120	1110	1350	3900	4125
	MOA	110	110	5	—	225	-Land Purchase, Construction and Office Inventory
500 Project Running	MPLD	210	270	310	358	1148	1585
	MOA	40	100	140	157	437	-Office Rent, Running Equipment & Office, Travels, Miscellaneous
Total	MPLD	760	2040	2140	2475	7415	8398
	MOA	170	280	255	278	983	

Grand Total (NRs' 000) **HMG** 930 2320 2395 2753 8398

Grand Total (Dfl'000) **HMG** 102 253 261 300 916

SNV-Contribition (NRs'000)

Item	1986/87	1987/88	1988/89	1989/90	Total	Remarks
100 Evaluation	—	—	138	—	138	
200 Personnel Cost	550	1376	1376	1650	4952	-Salaries SNV-Staff, HMG-allow, Consultancies

आधिकारिकता मुद्रण विभागमा प्रभापूर्ण गरिएपछि मात्र लागू हनेछ।

300 Training	137	642	1330	1192	3301	-Project Training, Upgrading
400 Project Cost	2888	6465	5548	6052	20953	-Project Buildings, Vehicle, Equipment, Project Cons.ruction
500 Project Running	413	1146	1284	1559	4402	-Rent, Running of Office & Equipment, Travel,Miscellaneous
800 Unforeseen	458	1054	1055	1165	3732	
Total (NRS'000)	4446	10683	10731	11618	37478	
Total (Dfl'000)	485	1165	1170	1267	4087	Dfl 1.00 = NRs 9.17

ANNEX II

Item	Total	Contribution	Explanation
130 Evaluation	SNV : NRs 1,37,530	Standard cost for one evaluator from Dutch Government.	
210 Expatriate Personnel	SNV : NRs 14,67,200	All costs (salary, allowance, housing, etc.) for Chief Technical Adviser	
230 National Staff	HMG : NRs 26,88,000 SNV : NRs 22,92,500	Salaries for all HMG-personnel Salaries and allowances of SNV-personnel Allowances for HMG-personnel	
270 Consultancies	SNV : NRs 11,92,100	Mainly local consultancies for programme supporting studies, trainings, evaluations, etcetera	
350 Project Training	SNV : NRs 25,67,600	Project related training for User Committees, Skilled labourers, village women, programme staff (technical	

आधिकारिकता मुद्रण विभागको प्रमाणित गरिएपछि मात्र लागू हुनेछ।

370 Upgrading Courses	SNV : NRs 7,33,600	Upgrading for best performing programme staff within Asia, in case it is needed
410 Project Buildings	HMG : NRs 8,00,000 SNV : NRs 18,34,000	Land purchase Construction of few project stores/office extensions if needed
420 Equipment and Inventory	HMG : NRs 75,000 SNV : NRs 15,58,900	HMG Office Inventory (Furniture) Field and office equipment for surveying, designing, computing, audiovisualizing, extension, experiments, construction office furniture
430 Vehicles	SNV : NRs 10,54,550	Two cars for transport of persons and small materials (one for SNV, one for HMG Coordinator's Office)
440 Infrastructure	HMG : NRs 32,50,000 SNV : NRs 1,65,06,000	Nine motorcycles for liaison, coordinator and district staff, where necessary 16.5% of construction expenditures 83.5% of construction expenditures Indication of construction activities: Irrigation Rehabilitation 800 ha at NRs 5,000/ha: NRs 40,00,000 New Irrigation 400 ha at NRs 15,000/ha: NRs 60,00,000

Irrig. Pilot Project(s)	: NRs 13,00,000
Drinking Water Repair 20 nos at NRs 20,000:	NRs 4,00,000
Drinking Water New 10 nos at NRs 50,000 :	NRs 5,00,000
Small bridges 10 nos at NRs 50,000 : NRs 5,00,000	
Bridge repair 10 nos at NRs 30,000: NRs 3,00,000	
Trail (New/Repair) 20 km. at NRs 75,000 :	NRs. 15,00,000
Schoolroofs, stores 20 nos at NRs 50,000 :	
Erosion Control Projects 20 nos at : NRs 50,000	NRs 10,00,000
Project Repairs	: NRs 10,00,000
Total	: NRs 32,50,000
	: NRs 197,50,000
510 Office Rent	Rent of Coordinator's Office and extra offices at district level
SNV [NRs 4,12,650	Rent of offices in Kathmandu and Ilam for SNV personnel Rent of HMG-stores, pilot project office, field offices, if needed
520 Exploitation Equipment	35% of all operation and Maintenance cost for equipments

SNV : NRs	1,37,550	65% of all Operation and Maintenance cost for equipments (repairs, maintenance, fueling, etcetera)
530 Exploitation of Vehicles	SNV : NRs	9,17,000
540 Office Running Costs	HMG : NRs	4,50,000
	SNV : NRs	5,50,200
		40% of HMG-Office running costs 100% of SNV Office running costs
550 Small Materials	SNV : NRs	5,96,050
		Project materials in small quantities for mainly agricultural and women development component (Seeds, fertilizer, storage-bins, fencing material, etc.)
560 Small Equipment	HMG : NRs	3,10,000
		Small equipments, mainly for pilot projects, experiments, agricultural and women development activities (signboards, audiovisual material, stoves, toilet-slabs, e.g.) : 40% of total
570 Travels	SNV : NRs	4,58,500
	HMG : NRs	3,75,000
	SNV : NRs	6,41,900
580 Transport and Insurance	SNV : NRs	4,12,650
		Transport of material/equipment within Nepal to

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project area Transport of agri-inputs from Pakhribas
Agricultural Centre to field trial sites Insurances
Various costs, a.o. representation
Provision for cases when cost increase requires
rebudgetting for certain items

590 Miscellaneous	SNV : NRS	2,75,100	HMG : NRS 83,98,000
800 Unforeseen	SNV : NRS	37,32,190	NRS 3,74,77,790
			GRAND TOTAL
			NRs 4,58,75,790

NRS ITEM	ITEM	In Dutch Guilders (Dfl'000)			In Nepalese Rupees(NRs)		
		Total	86III87I	87III88I	88III89I	89III90I	ITEM TOTAL
130 Evaluation		15	-	-	15	-	(15) 1,37,550 (1,37,550)
210 Expatriate Personnel		160	-	10 25	25 25	25 25	14,67,200
230 National Staff		250	-	20 30	35 35	35 45	22,92,500
270 Consultancies		130	15	15 20	15 15	15 20	11,92,100
						(540)	(49,51,800)
Personnel Costs		280	- 15	40 30	65 40	70 20	25,67,600
350 Project Training		80	- -	- -	20 20	20 20	7,33,600
370 Upgrading Courses						(360)	(33,01,200)
Training							
410 Project Buildings		200	- 50	10 100	- 40	- -	18,34,000
420 Equipment		170	35 80	30 -	15 -	10 -	15,58,900

आधिकारिकता मुद्रण विभागमा प्रकाशित गरिएपछि मात्र लागू हनेछ।

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430 Vehicles	115	-	100	15	-	-	-	-	-	-	-	10,54,550
440 Infrastructure	1800	-	50	50	500	50	500	50	600	50	600	1,65,06,000
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Project Costs												(2,09,53,450)
510 Office Rent	45	1	4	5	5	5	5	10	10	10	10	4,12,650
520 Exploitation Equipment	15	-	-	2	3	2	3	2	3	-	-	1,37,550
530 Exploitation Vehicles	100	-	10	10	10	15	15	20	20	-	-	9,17,000
540 Office Running Costs	60	3	7	7	8	7	8	9	11	-	-	5,50,200
550 Small Materials	65	-	-	10	10	10	10	10	15	-	-	5,96,050
560 Small Equipment	50	-	5	6	9	6	9	9	6	-	-	4,58,500
570 Travels	70	3	7	10	10	10	10	10	10	-	-	6,41,900
580 Transport/Insurance	45	-	5	5	5	5	10	5	10	-	-	4,12,650
590 Miscellaneous	30	-	-	5	5	5	5	5	5	-	-	2,75,100
Project Running Costs												(480)
800 Unforeseen	407	8	42	30	85	35	80	35	92	(407)	37,32,190	(37,32,190)
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GRAND TOTAL(half yearly)	4087	65	420	305	860	340	830	350	917	(4087)	3,74,77,790	
— Per HMG Fiscal Year	4087	485	1165	1170	1267						3,74,77,790	
— Per SNV-Fiscal Year	4087	65	725	1200	1180	917					3,74,77,790	

आधिकारिकता मुद्रण विभाग प्रमाणित गरिएपछि मात्र लागु हुनेछ।

ANNEX IV
ESTIMATE OF CONTRIBUTION FLOWS (NRs)

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Item	Fund	Total	to MPLD			to MOA			to SNV	
			Program Office	LDO	Direct SNV-Aid	Program Office	DADO	Direct SNV-Aid	Overhead	
Evaluation	HMG	-	-	-	-	-	-	-	-	1,37,550
	SNV	1,37,550	-	-	-	-	-	-	-	-
Personnel	HMG	26,88,000	5,56,000	18,11,000	-	96,000	2,25,000	-	-	-
	SNV	49,51,800	2,43,000	8,51,000	8,96,100	40,000	3,37,000	6,49,000	19,35,700	-
Cost	HMG	-	-	-	-	-	-	-	-	-
	SNV	33,01,200	14,75,900	-	10,00,000	3,20,000	-	-	5,05,300	-
Project	HMG	41,25,000	22,75,000	16,25,000	-	2,05,000	20,000	-	-	-
	SNV	2,09,53,450	48,14,250	82,53,000	62,81,450	2,29,250	-	6,41,900	7,33,600	-
Cost	HMG	15,85,000	7,67,000	3,81,000	-	1,86,000	2,51,000	-	-	-
	SNV	44,01,600	6,32,730	1,83,400	8,71,150	1,00,870	1,83,400	7,33,600	16,96,450	-
Project	HMG	83,98,000	35,98,000	38,17,000	-	4,87,000	4,96,000	-	-	-
Running										
Subtotal	HMG	83,98,000	35,98,000	38,17,000	-	4,87,000	4,96,000	-	-	-
	SNV	3,37,45,600	71,65,880	92,87,400	90,48,700	6,90,120	5,20,400	25,29,800	45,03,300	-
Unforeseen	HMG	-	-	-	-	-	-	-	-	-
	SNV	37,32,190	-	-	-	-	-	-	-	-
Total	HMG	83,98,000	HMG to MPLD:NRs 74,15,000	HMG to MOA:NRs 9,83,000	SNV-Overhead					
	SNV	3,74,77,790	SNV to MPLD:NRs 2,55,01,980	SNV to MOA:NRs 37,40,320	NRs 45,03,300					
GRAND TOTAL	4,58,75,790	Total	MPLD:NRs 3,29,16,980	Total MOA:NRs 47,23,320	NRs 45,03,300					

आधिकारिकता मुद्रण (विसर) बाट प्रमाणित गरिएपछि मात्र लागू हनेछ।

ANNEX V
INCREMENTAL STAFF REQUIREMENTS

Post	MPLD Staff Coordinator's Office Level	Level	1987		1988		1989		1990		TOTAL
			I	II	I	II	I	II	I	II	
Project Coordinator		GII	1								1
Project Engineer		GIII	1								1
Project Engineer		SNV-DA	1								1
Project W.D.O.		GIII	1								1
Project Socio-Economist		SNV-DA	1								1
Project Accountant		GIII	1								1
Project Adm. Assistant		NG II	1								1
Driver/Mechanic		NGIII	1								1
Peon		NG V	1								1
District Level											
Project Engineer		GIII	1								1
Project Engineer		SNV-DA	2								2
Overseer		NGI	3	6							9
Technician		NGIII	6								6
Women Development Officer		GIII							1		2
Women Development Assistant		NGIII							3		3
Accountant		NGI							3		3
Project Assistant		NGIII									3

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागू हुनेछ।
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Note 1 : Those mentioned as SNV-DA (Development Associate) are provided by SNV-Nepal as regular D.A.'s to HMG/N under the separate Agreement for technical assistance, signed on 16/5/83.

उपसंचित
नेपाली भोट
आजाले,

धी भ को सरकारको छापावाना, सिहबर बार, काठमाडौंमा मर्दित।

आधिकारिकता सुदृग विभागवाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।