



नेपाल राजपत्र

भाग ५

श्री ५ को सरकारद्वारा प्रकाशित

खण्ड ३१) काठमाडौं, माघ ५ गते २०३८ साल (संख्या ४०)

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालयको
सूचना

श्री ५ को सरकार, नेपाल र संघीय गणतन्त्र जर्मनी सरकारका बीच भएको आर्थिक सहायतासम्बन्धी सम्झौताको नेपाली र अंग्रेजी प्रति सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

श्री ५ को सरकार, नेपाल

र

संघीय गणतन्त्र जर्मनी सरकारबीच

आर्थिक सहायतासम्बन्धी

सम्झौता

श्री ५ को सरकार, नेपाल

र

संघीय गणतन्त्र जर्मनी सरकारले

नेपाल अधिराज्य र संघीय गणतन्त्र जर्मनीबीच रहिआएको मैत्रीपूर्ण सम्बन्धको भावनालाई लिएर साझेदारीको भावनाबाट आर्थिक सहयोगको क्षेत्रमा ती

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

(२)

नेपाल राजपत्र भाग ५

सम्बन्धहरूलाई सुदृढ एवं मजबूत गर्दै जाने इच्छा लिई, ती सम्बन्धहरूको पालनालाई वर्तमान सम्झौताको आधार मानी, नेपाल अधिराज्यको आर्थिक तथा सामाजिक विकासमा सहायता गर्ने अभिप्रायले देहायबमोजिम मन्जूर गरेका छन्:

धारा - १

१. संघीय गणतन्त्र जर्मनी सरकारले श्री ५ को सरकार, नेपाललाई फ्रांकफर्ट । सैन स्थित क्रेडिटान्सटाल्ट फ्युर विदर्फाउवाउ (ितास ऋण संस्थान) बाट कुल २,५०,००,००० डि. एम. (दुई करोड पचास लाख जर्मन मार्क) सम्मको आर्थिक अनुदान उपलब्ध गराउनेछ ।

२. आर्थिक अनुदान निम्न अनुसार उपयोग गरिनेछ:

(क) कृषि सामग्री संस्थानको लागि रासायनिक मल खरीद गर्न विदेशी मुद्राको भाग डि. एम. १,७४,००,००० (एक करोड चौहत्तर लाख जर्मन मार्क) सम्म व्यहोर्न,

(ख) "उच्च गुणात्मक कृषि उत्पादन" आयोजना संचालन गर्न डि. एम. ५६,००,००० (छपन्न लाख जर्मन मार्क) सम्म व्यहोर्न,

यदि परीक्षणपछि परियोजनाहरू संचालनका लागि उपयुक्त भएमा;

(ग) आर्थिक सहयोग अन्तर्गतका आयोजनाहरू कार्यान्वयन र रेखदेख गर्न तयारीको निमित्त आवश्यक सम्बद्ध उपायहरूको लागि अध्ययन तथा विशेषज्ञ कोषको स्थापना गर्न डि. एम. २०,००,००० (बीस लाख जर्मन मार्क) सम्म व्यहोर्न,

३. श्री ५ को सरकार, नेपाल र संघीय गणतन्त्र जर्मनी सरकार मन्जूर भएमा माथि उपधारा २ (क) र (ख) मा उल्लेख भएका आयोजनाहरूको सट्टा अन्य आयोजनाहरू राख्न सकिनेछ ।

धारा - २

यस सम्झौताको धारा १ (२) (क), (ख) र (ग) मा उल्लेख भएको रकम साथ साथै उपयोग गरिने शर्त र बन्देजहरू जस अन्तर्गत ती उपलब्ध गराइएका छन्, आर्थिक अनुदान प्राप्त गर्ने र क्रेडिटान्सटाल्ट फ्युर विदर्फाउवाउबीच सम्पन्न हुने सम्झौतामा व्यवस्था भएबमोजिम हुनेछ, जुन संघीय गणतन्त्र जर्मनीको प्रचलित कानून तथा नियमहरूको अधीन हुनेछ ।

धारा - ३

श्री ५ को सरकार, नेपालले क्रेडिटान्सटाल्ट फ्युर विदर्फाउवाउलाई वर्तमान सम्झौताको धारा २ मा उल्लिखित सहायता सम्झौता सम्पन्न भएको वा कार्यान्वयन भएको समयमा नेपाल अधिराज्यमा लगाइएका सबै कर तथा अन्य सरकारी दस्तूरहरू छुट दिनेछ ।

आधिकारिकता मुद्रा विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

धारा - ४

श्री ५ को सरकार, नेपालले यात्रीहरू र सरसामान पठाउने व्यक्तिहरूलाई इच्छा अनुसार सामुद्रिक, स्थल वा हवाई यातायातका साधनहरूबाट आर्थिक अनुदानको सिलसिलामा व्यक्तिको आगमन तथा सरसामान ओसारन दिनेछ र संघीय गणतन्त्र जर्मनीमा कार्य गरिरहेका यातायात संस्थानहरूलाई बाहेक गर्न वा निजहरूलाई भाग लिने काममा बाधा पुऱ्याउनेतर्फ कदम उठाउनेछैन र समान रूपले अनुमतिपत्रहरू दिनेछ ।

धारा - ५

१. आर्थिक अनुदान अन्तर्गत धारा १ (२) (क) र (ख) अनुसार ल्याइने माल-सामानहरू र सेवाहरू प्रत्येक अवस्थामा विशेष व्यवस्था भएमा बाहेक अन्तर्राष्ट्रिय प्रतिस्पर्धाको आधारमा गरिनेछ ।
२. यस सम्झौताको धारा १(२)(ग) मा उल्लेख भएको आयोजना कार्यान्वयनको लागि अपनाउनु पर्ने ठेक्कापट्टा गर्ने प्रक्रिया श्री ५ को सरकार र क्रेडिटान्सटाल्ट फ्युर विदर्फाउवाउबीच हुने आर्थिक सम्झौतामा उल्लेख गरिनेछ ।

धारा - ६

१. यस सम्झौताको धारा १ (२) (क) मा उल्लेख भएको आर्थिक अनुदानबाट आयात हुने रासायनिक मल कृषि सामग्री संस्थानद्वारा बिक्री गरिनेछ ।
२. श्री ५ को सरकारले रासायनिक मल बिक्री गरी प्राप्त हुन आएको रकमको १० प्रतिशत नेपाल राष्ट्र बैंक, बैंकिङ कार्यालय काठमाडौंमा रहेको निर्व्याजी विशेष खाता "जर्मन रासायनिक मल सहायताको संयुक्त गूठी खाता"मा जम्मा गर्नेछ । सो रकम मल बिक्री भएको छ महीनापछि जम्मा गरिनेछ ।
३. यो खाता श्री ५ को सरकार, नेपाल अर्थ मन्त्रालय र काठमाडौंस्थित जर्मन राजदूतावासको सहमतिमा संयुक्त वा एकै प्रकारका निर्देशनहरूद्वारा संचालन गरिनेछ । दुवै पक्षले नियमित रूपबाट हिसाबको फाँटवारी उपलब्ध गर्नेछन् र बाँकी रकम खातामा जम्मा भएको यकिन गर्ने अधिकार हुनेछ ।
४. श्री ५ को सरकार, नेपालसँग व्यवस्था भए अनुरूप जम्मा गरिएको रकम अरू संयुक्त विकास प्रवर्धन कार्यक्रममा उपयोग गरिनेछ । यस प्रयोजनको लागि उपयुक्त प्रस्तावहरू श्री ५ को सरकार, नेपाल अर्थ मन्त्रालयले काठमाडौंस्थित जर्मन राजदूतावासलाई दिनु पर्नेछ ।

धारा-७

उक्त आर्थिक अनुदानबाट उपलब्ध गरिने सामान र सेवाहरूका सम्बन्धमा संघीय गणतन्त्र जर्मनी सरकारले बर्लिन भूमिको आर्थिक संभाव्यताको उपयोगमा प्राथमिकता दिई ग्राह्यता दिनमा खास महत्त्व राख्दछ ।

धारा-८

हवाई यातायातसम्बन्धी धारा ४ का व्यवस्थाहरूबाहेक यो सम्झौता लागू भएको मितिले ३ महीनाभित्र संघीय गणतन्त्र जर्मनी सरकारले श्री ५ को सरकार, नेपाललाई प्रतिकूल सूचना नदिएमा यो सम्झौता बार्लेन भूमिमा पनि लागू हुनेछ ।

धारा-९

यो सम्झौता हस्ताक्षर भएको मितिदेखि लागू हुनेछ ।

काठमाडौंमा मिति २०३८।८।३ मा दुई दुई प्रति नेपाली, जर्मन र अंग्रेजी भाषामा गरी जम्मा ६ मूल प्रतिहरूमा हस्ताक्षर गरियो । यी तीनै भाषाका प्रतिहरू समान रूपले प्रमाणित हुनेछन् । नेपाली र जर्मन प्रतिहरूको व्याख्याको सम्बन्धमा विवाद उठेमा अंग्रेजी प्रतिलाई मान्यता दिइनेछ ।

द.....

श्री ५ को सरकार, नेपालको तर्फबाट

द.....

संघीय गणतन्त्र जर्मनी सरकारको
तर्फबाट

AGREEMENT

between

His Majesty's Government of Nepal

and

The Government of the Federal Republic of Germany

Concerning

Financial Co-operation

His Majesty's Government of Nepal

and

The Government of the Federal Republic of Germany,

in the spirit of the friendly relations existing between the Kingdom of Nepal and the Federal Republic of Germany,
desiring to strengthen and intensify those friendly relations through financial co-operation in a spirit of partnership,
being aware that the maintenance of those relations constitutes the basis of this Agreement,
intending to contribute to social and economic development in the Kingdom of Nepal,
have agreed as follows:

Article 1

- (1) The Government of the Federal Republic of Germany shall enable His Majesty's Government of Nepal to obtain from the Kreditanstalt fur Wiederaufbau (Development Loan Corporation), Frankfurt/Main, financial contributions of up to a total of DM 25,000,000 (twenty-five million Deutsche Mark).
- (2) The financial contributions shall be used as follows:
 - (a) up to DM 17,400,000 (seventeen million four hundred thousand Deutsche Mark) to meet foreign exchange costs for the purchase of fertilizer for the Agricultural Inputs Corporation (AIC),
 - (b) up to DM 5,600,000 (five million six hundred thousand Deutsche Mark) for the project "Cultivation of high-quality agricultural products,"if, after examination, the projects have been found eligible for promotion;
- (c) up to DM 2,000,000 (two million Deutsche Mark) for the establishment of a study and expert fund for the preparation of, necessary accompanying measures for, the implementation of and follow-up assistance to projects under financial co-operation.

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

- (3) The projects referred to in paragraph 2 (a) and (b) above may be replaced by other projects if His Majesty's Government of Nepal and the Government of the Federal Republic of Germany so agree.

Article 2

The utilization of the amounts referred to in Article 1 (2) (a), (b) and (c) of this Agreement as well as the terms and conditions on which they are made available shall be governed by the provisions of the agreements to be concluded between the recipient of the financial contributions and the Kreditanstalt fur Wiederaufbau, which shall be subject to the laws and regulations applicable in the Federal Republic of Germany.

Article 3

His Majesty's Government of Nepal shall exempt the Kreditanstalt fur Wiederaufbau from all taxes and other public charges levied in the Kingdom of Nepal in connection with the conclusion and implementation of the agreements referred to in Article 2 of the present Agreement.

Article 4

His Majesty's Government of Nepal shall allow passengers and suppliers free choice of transport enterprises for such transportation by sea, land or air or persons and goods as results from the granting of the financial contributions, abstain from taking any measures that might exclude or impair the participation on equal terms of transport enterprises having their place of business in the German area of application of this Agreement, and grant any necessary permits for the participation of such enterprises.

Article 5

- (1) Supplies and services financed from the financial contributions in accordance with Article 1 (2) (a) and (b) shall, unless otherwise provided for in individual cases, be subject to international public tender.
- (2) The procedure to be followed in awarding the contracts for the implementation of the project referred to in Article 1 (2) (c) of this Agreement shall be determined in the financing agreement to be concluded between His Majesty's Government of Nepal and the Kreditanstalt fur Wiederaufbau.

Article 6

- (1) The fertilizer imported with funds from the financial contribution pursuant to Article 1 (2) (a) of this Agreement shall be sold by the Agricultural Inputs Corporation (AIC) in Nepal.

- (2) His Majesty's Government of Nepal shall deposit 10% (ten per cent) of the proceeds of the sale in a non-interest-bearing rupee special account held by it with the Nepal Rastra Bank, Banking Office Kathmandu, under the designation "trust account for counterpart funds from German fertilizer aid". The deposit shall be made six months after the fertilizer has been sold.
- (3) The account may only be operated by the Ministry of Finance, His Majesty's Government of Nepal in conjunction with the German Embassy in Kathmandu through joint or identical instructions. Both shall receive regular statements of account and have the authority to make sure that due payments are deposited in the account.
- (4) In accordance with an arrangement to be made with His Majesty's Government of Nepal, the deposited sum shall be utilized for further joint development promotion measures. Suitable proposals to this effect shall be submitted by the Ministry of Finance of His Majesty's Government of Nepal to the German Embassy in Kathmandu.

Article 7

With regard to supplies and services resulting from the granting of the financial contributions, the Government of the Federal Republic of Germany attaches particular importance to preferential use being made of the economic potential of Land Berlin.

Article 8

With the exception of those provisions of Article 4 which refer to air transport, this Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to His Majesty's Government of Nepal within three months of the date of entry into force of this Agreement.

Article 9

This Agreement shall enter into force on the date of signature thereof. DONE at Kathmandu on 18 November 1981 in duplicate in the Nepalese, German and English languages, all three texts being authentic. In case of divergent interpretations of the Nepalese and German texts, the English text shall prevail.

Sd.
For His Majesty's Government of
Nepal

Sd.
For the Government of the
Federal Republic of Germany

आज्ञाले-

सूर्यनाथ उपाध्याय

श्री ५ को सरकारको उप-सचिव

श्री ५ को सरकारको छापाखाना, सिंहदरबार, काठमाडौंमा मुद्रित ।

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

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(1) The Government of India shall deposit 10% (ten per cent) of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" and the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes".

(2) The second account shall be operated by the Ministry of Finance, Government of India, and the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" shall be deposited in the account operated by the Ministry of Finance, Government of India.

(3) The Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" and the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes".

(4) In accordance with the provisions of the Agreement, the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" and the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes".

With regard to supplies and services, the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" and the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes".

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Article 2. The Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" and the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes".

Article 3. The Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" and the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes".

Article 4. The Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes" and the Government of India shall deposit the balance of the proceeds of the sale of the interest-bearing paper currency notes held by it in the Special Reserve Bank, Banking Office, under the designation "Trust account for currency notes".