

नेपाल राजपत्र

भाग ५

श्री ५ को सरकारद्वारा प्रकाशित

काठमाडौं, माघ २६ गते २०२७ साल

श्री ५ को सरकार

कानून तथा न्याय मन्त्रालय

श्री ५ को सरकार, नेपाल तथा स्विस् एसोसिएशन फर टेक्निकल एसिष्टेन्स, ज्यूरिच-का बीचमा २०२७ मार्ग १२ (तदनुसार २७ नवेम्बर १९७०) मा नेशनल कन्सट्रक्शन कम्पनी नेपाललाई प्राविधिक सहयोग पुऱ्याउने सम्बन्धमा सम्झौता भएको र त्यसको प्रामाणिक रूप अंग्रेजी भाषामा भएकोमा त्यसको एक प्रति सर्वसाधारणको जानकारीको लागि प्रकाशित गरिएको छ ।

आज्ञाते-

बूडामणिराज सिंह सरल

श्री ५ को सरकारको कायम मुकायम सचिव

(११)

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।

A G R E E M E N T

between

His Majesty's Government of Nepal

herein after called HMG Nepal

and

Swiss Association for Technical Assistance, Zurich

herein after called SATA

concerning the technical cooperation in Nepalwithin the National Construction Company of Nepal

herein after called NCCN

Preamble:

Considering the increasing need of developing the infrastructure of Nepal, in view of the existing ties of friendship between Nepal and Switzerland, and after having a long experience in the field of technical cooperation, the two parties agree as follows:

Article 1:

HMG and SATA are establishing a common programme regarding the exchange of technical and managerial know-how within NCCN.

Article 2:

SATA will provide the required staff to collaborate with NCCN. In view of the technical importance of the programme and in order to be able to fulfill the request of HMG, SATA and a Swiss Consulting Group have joined together (by contract). The Swiss Consulting Group consists of the engineering office Kalbermatten + Burri, Sion, and the construction enterprise Ed. Zublin & Co. AG Zurich.

The Swiss experts with NCCN will remain in close contact with the Swiss Consulting Group for all technical and managerial problems which may arise and the solution of which could not be fully solved by them.

It is in the interest of NCCN as well as of SATA that this contact leads to a fruitful collaboration.

Article 3:

SATA shall pay the salaries of the Swiss personal in Swiss francs in Switzerland and shall furthermore bear their international travelling and transport costs to and from Nepal.

Article 4:

SATA shall recruit and train Swiss technical and managerial staff according to the need of NCCN and upon its request. The Swiss technical staff shall be employed for a period of three years and will be entitled to take home-leave after having past the first 15 months in Nepal.

Article 5:

NCCN is

- paying a monthly salary according to its local pay-scale, but not less than NC 1500.-, to each technical or managerial expert and is granting them all the facilities of its local staff
- bearing all the travelling costs and daily allowances for the experts within Nepal arising by their activities on duty.

Article 6:

NCCN is providing all the funds required by the experts for carrying out their administrative and technical functions according to the instructions given by the company, such as purchases of equipment and materials.

Article 7:

NCCN will confide, if it so wishes, all its technical and managerial problems which cannot be settled by its own staff to SATA and its consultants. Such consulting activities shall be remunerated according to the tariff of SIA 1969, which are an integrated part of the present agreement.

Article 8:

The technical and managerial staff as well as their families have the same privileges as the other Swiss experts in Nepal. They are particularly exempted from paying import-and export-duties on their equipment and personal effects as well as from paying income taxes and any other taxes as provided in the agreement, dated February 16th, 1959, between His Majesty's Government of Nepal and SATA.

Article 9:

In case any of the Swiss experts by carrying out their practical functions within the frame of the present agreement causes unintentional damage, NCCN renounces to claim indemnification of SATA and is solely responsible for all complaints of a third party.

Article 10:

The present agreement shall become effective after having been signed by the two parties. It remains valid for a period of three years and can be renewed for another three years by mutual consent of the two parties, but it shall be renewed at least six months before it expires.

The present agreement is established in English and in three copies.

Kathmandu, November 27, 1970.

Sd/.....

On behalf of

His Majesty's Government
of Nepal

Sd/.....

Seen and agreed

National Construction Company
of Nepal.

Sd/.....

On behalf of

Swiss Association for
Technical Assistance, Zurich

श्री ५ को सरकारको छापाखानामा मुद्रित ।

आधिकारिकता मुद्रण विभागबाट प्रमाणित गरिएपछि मात्र लागु हुनेछ।