

◎シンズリ道路建設計画（第一工事区間）のための贈与に関する日本国政府とネパール王国政府との間の交換公文

（略称）ネパールとのシンズリ道路建設計画（第一工事区間）のための贈与取極

平成	七年	八月	十六日	カトマンドウで
平成	七年	八月	十六日	効力発生
平成	八年	一月	十九日	告示

（外務省告示第一三三号）

概要

- 1 援助の目的及び内容 シンズリ道路建設計画（第一工事区間）を実施するための詳細設計に必要な役務の供与
- 2 贈与の限度額 七千五百万円
- 3 贈与の使用期限 平成八年三月三十一日まで
- 4 署名者  
日 本 側 吉田重信在ネパール大使  
ネパール側 ラーム・ビノード・バッタライ大蔵次官代行

(Japanese Note)

Kathmandu, August 16, 1995

Dear Mr. Bhattarai,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of His Majesty's Government of Nepal concerning Japanese economic cooperation to be extended with a view to strengthening friendly and cooperative relations between the two countries, and to propose on behalf of the Government of Japan the following arrangements:

1. For the purpose of contributing to the execution of the Project for Construction of Sindhuli Road (Section I: Bardibas-Sindhuli-Bazar) (hereinafter referred to as "the Project") by His Majesty's Government of Nepal, the Government of Japan will extend to His Majesty's Government of Nepal, in accordance with the relevant laws and regulations of Japan, a grant up to seventy-five million yen (¥75,000,000) (hereinafter referred to as "the Grant").
2. The Grant will be made available during the period between the date of coming into force of the present arrangements and March 31, 1996, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.
3. The Grant will be used by His Majesty's Government of Nepal properly and exclusively for the purchase of the services of Japanese nationals listed below:  
services necessary for the detailed design for the execution of the Project. (The term Japanese nationals whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.)
4. His Majesty's Government of Nepal or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the services referred to in paragraph 3. Such contracts shall be verified by the Government of Japan to be eligible for the Grant.
5. (1) The Government of Japan will execute the Grant by making payments in Japanese yen to cover the obligations incurred by His Majesty's Government of Nepal or its designated authority under the contracts verified in

accordance with the provisions of paragraph 4 (hereinafter referred to as "the Verified Contracts") to an account to be opened in the name of His Majesty's Government of Nepal in an authorized foreign exchange bank of Japan designated by His Majesty's Government of Nepal or its designated authority (hereinafter referred to as "the Bank").

(2) The payments referred to in sub-paragraph (1) above will be made when payment requests are presented by the Bank to the Government of Japan under an authorization to pay issued by His Majesty's Government of Nepal or its designated authority.

(3) The sole purpose of the account referred to in sub-paragraph (1) above is to receive the payments in Japanese yen by the Government of Japan and to pay to the Japanese nationals who are parties to the Verified Contracts. The procedural details concerning the credit to and debit from the account will be agreed upon through consultation between the Bank and His Majesty's Government of Nepal or its designated authority.

6. His Majesty's Government of Nepal will take necessary measures:

(1) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the Kingdom of Nepal with respect to the supply of the services under the Verified Contracts;

(2) to accord Japanese nationals whose services may be required in connection with the supply of the services under the Verified Contracts such facilities as may be necessary for their entry into the Kingdom of Nepal and stay therein for the performance of their work; and

(3) to bear all the expenses, other than those covered by the Grant, necessary for the detailed design for the execution of the Project.

7. The two Governments will consult with each other in respect of any matter that may arise from or in connection with the present arrangements.

I have further the honour to propose that this Note and your Note in reply confirming on behalf of His Majesty's Government of Nepal the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of your reply.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

(Signed) Shigenobu Yoshida  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Kingdom of Nepal

Mr. Ram Binod Bhattarai  
Acting Secretary  
Ministry of Finance  
of the Kingdom of Nepal

(Nepalese Note)

Kathmandu, August 16, 1995

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honour to confirm on behalf of His Majesty's Government of Nepal the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Ram Binod Bhattarai  
Acting Secretary  
Ministry of Finance  
of the Kingdom of Nepal

His Excellency  
Mr. Shigenobu Yoshida  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to the Kingdom of Nepal