

AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE GOVERNMENT OF THE REPUBLIC OF INDIA FOR THE REGULATION OF MOTOR VEHICLE PASSENGER TRAFFIC BETWEEN THE TWO COUNTRIES

In pursuance of Article VIII of the Trade Agreement entered into between the Government of the People's Republic of Bangladesh and the Government of the Republic of India on 4.10.1980, the Government of the People's Republic of Bangladesh and the Government of the Republic of India have agreed as follows in regard to motor vehicle passenger traffic between the two countries:

ARTICLE I

DEFINITIONS

- (a) "Act" means the Indian Motor Vehicles Act, 1988
- (b) "Certificate of Fitness" means a certificate issued by the competent authority of either country testifying to the road worthiness of the vehicle to ply on the road.
- (c) "Competent Authority" of one country means the authority so designated by the Government of that country under the Act or Ordinance as the case may be.
- (d) "Conductor's Certificate" means a certificate issued under clause 5 of Article III.
- (e) "Driving Licence" means the document issued by a competent authority under the Act or the Ordinance, as the case may be, authorising the person specified therein to drive a motor vehicle or a motor vehicle of any specified class or description.
- (f) "Forms" mean any of the forms given in the schedule.
- (g) "Identity Cards/ Documents" mean the Cards/ documents issued by the competent authority as referred to in clause 4 or 5 of Article III.
- (h) "Insurance Policy" means a policy of insurance which covers risks in compliance with the requirements of Chapter XI of the Indian Motor Vehicles Act, 1988 and Chapter IX of the Motor Vehicle Ordinance 1983 (Ordinance NO LV of 1983) of Bangladesh and includes a cover note.



- (i) "International driving permit" means the international driving permit issued under the International Convention of Road Traffic, 1949 and/or any subsequent Convention ratifying the same and signed by the contracting countries and possessed by the driver of the motor vehicle.
- (j) "Ordinance" means the Bangladesh Motor Vehicle Ordinance, 1983 (Ordinance No. LV of 1983) of Bangladesh.
- (k) "Passenger traffic" means motor vehicle traffic for the carriage of passengers for hire or reward between Bangladesh and India subject to such restrictions on the gross laden weight, wheel base, seating capacity and overall height of vehicles as may be operating in either country from time to time.
- (l) "Passenger vehicle" means motor vehicle used for passenger traffic as defined in clause (k) above.
- (m) "Route Permit" means a document required under Article II issued by the competent authority of one country and countersigned by the competent authority of the other country.
- (n) "Registration certificate" when used with reference to a motor vehicle means the registration certificate issued under the Act or the Ordinance as the case may be.

ARTICLE II

- (1) The two Governments agree that the passenger vehicles of either country shall require route permits for plying through the territory of the other.
- (2) A route permit shall be in the form set out in Schedule I.
- (3) The route permit shall be valid for one year at a time.

ARTICLE III

- (1) A passenger vehicle registered in either country when entering the other country shall be so constructed and maintained as to be at all times under the effective control of the person driving it, and shall carry the documents referred to in clause (2) below:

- (2) There shall be in force in relation to a passenger vehicle referred to in Schedule I :
- (i) A valid registration certificate;
 - (ii) A valid certificate of fitness;
 - (iii) A valid insurance policy; and
 - (iv) A valid route permit.
- (3) All the documents referred to in clause 2 above of this Article shall be in the possession of the person driving the passenger vehicle at the time of entering the other country and during the entire period of stay in the other country and shall always be available for inspection by the respective competent authority to inspect a passenger vehicle.
- (4) The person driving a passenger vehicle shall be in possession of a valid driving licence to drive such a vehicle and driver's identity card/ documents issued by the respective competent authority set out in Schedule II.
- (5) A conductor of a passenger vehicle shall be in possession of a valid conductor's certificate, and a conductor's identity card/ documents issued by the respective competent authority .
- (6) If for any reason a driver or a conductor referred to in clause 4 and 5 above respectively of this Article is unable to perform his duties in the other country, a driver or conductor in possession of a valid driving licence/ certificate and identity card issued by a competent authority may drive or control the vehicle.
- (7) In addition to the registration number assigned to a passenger vehicle by the competent authority of the respective Government, the following particulars shall be painted in English letters and in the official language of the respective country in red colour on white surface on both the sides of the passenger vehicle each letter being not less than one inch (2.5 c.m.) high and one inch (2.5 c.m.) wide legibly painted on a plain surface or a plate or plates affixed to the passenger vehicle:
- (i) Name of the country, and
 - (ii) Starting and terminal points in each country.
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ARTICLE IV

- (1) The driving licence granted by the competent authority of either Government or International driving permit shall be recognized by the competent authority of the other.
- (2) Both the Governments agree that no motor vehicle tax /fee shall be levied on a vehicle registered in the other country undertaking passenger services envisaged under this agreement.

ARTICLE V

No passenger vehicle registered in Bangladesh and operating under this Agreement shall be engaged in the transportation of passengers from any point in India to any other point in India and similarly no passenger vehicle registered in India and operating under this Agreement shall be engaged in the transportation of passengers from any point in Bangladesh to any other point in Bangladesh.

ARTICLE VI

- (1) The driver and conductor of a passenger vehicle may carry such personal effects including wearing apparel, bedding and cooked food as permissible under the passenger baggage rules of the respective country.
- (2) The fuel contained in the usual supply tank of passenger vehicles shall be exempted from duties and taxes.
- (3) In case of over-stay due to repair of passenger vehicles or other unforeseen circumstances, the authorisation holder shall notify to the competent authority of the host country who may extend the validity of the authorisation for the required period.

ARTICLE VII

During the stay in the territory of the host country the authorisation holder shall observe the laws, rules and regulations in force in that country.



ARTICLE VIII

- (1) The routes for the passenger traffic between the two countries will be :
 - (i) Dhaka - Benapole -Haridaspur- Calcutta via Aricha - Daulatdia, and
 - (ii) Calcutta - Haridaspur- Benapole - Dhaka via Daulatdia - Aricha.
- (2) The passenger vehicles shall use the national highway/ state highway only.

ARTICLE IX

- (1) The owners of passenger vehicles plying between India and Bangladesh shall execute a bond and submit the same to the customs authorities at the border with suitable surety in the form of bank guarantee to the effect that such transport vehicle shall not be retained in the other country for a period more than 30 days at a time.
- (2) In the event of breach of clause (1) above, the surety so furnished by the way of bank guarantee shall be invoked.
- (3) The border check posts of either of the two countries shall endorse entry and exit particulars of passenger vehicles on the permit and that shall be treated as the date of entry and exit for the purpose of this Article.

ARTICLE X

Nothing in this Agreement shall be construed as exempting any person from the rules and regulations regarding entry permits, wherever they are applicable.

ARTICLE XI

Any officer of the Police authorities and Departments of Immigration, Customs, Narcotics and Bangladesh Road Transport Authority in Bangladesh authorised by law shall have the right in Bangladesh territory in respect of Indian passenger vehicles operating under this Agreement to inspect and search the vehicle, passengers and their luggages

normally at the border check post. Similarly, any officer of the Police authorities and the Departments of Immigration, Customs, Narcotics and Motor Vehicle in India authorised by law shall have the similar and identical rights in Indian Territory with respect to any Bangladesh passenger vehicle operating under this Agreement.

ARTICLE XII

Passenger vehicles of either country calling for urgent repairs enroute shall be allowed to have repairs done at any workshop in the other country. In case of accidents, all consequential repairs may also be permitted in the country in which the accident takes place if it is found expedient and economical to do so. In the case of total loss, or where it is considered that repairs will be uneconomical, the salvage shall have to be taken back to the country the passenger vehicle belongs to.

ARTICLE XIII

(1) In the event of a passenger vehicle being disabled on the road or otherwise in distress in the host country, all necessary facilities for passenger vehicle will be provided by the host country for transit of the passenger, any rescue or salvage operation that may be involved and other assistance that may be required.

(2) The operator of the passenger vehicle shall be responsible for all expenses incurred on account of the facilities so provided under clause(1) above and the operator may be permitted to make remittances on account of expenses so incurred.

ARTICLE XIV

(1) Each country will provide facilities to an authorised insurance company of the other country to carry out all necessary steps such as survey, assessment, investigation and settlement of claims and return of salvage as an agent of the concerned insurer of the other country and provide for remittance of money in connection with such operations.

(2) In the event of an accident resulting in damage to a third party property or loss of life or injuries to third parties, each country shall provide facilities to the persons concerned for defense of civil suits for damage or compensation payment of legal fees and for incurring travel

and other incidental expenses to allow parties to the suit and necessary witnesses and also for payments of any amount which may be agreed to between the parties, by way of compromise or out of courts settlement. The operator of a passenger vehicle shall also be given the facility to execute bonds for release from police custody of persons and of vehicles and also for defence of any criminal action arising out of the accident.

ARTICLE XV

The operators of passenger vehicles of each country shall be permitted to open their respective branch office or appoint their agent at the point of origin and destination in both countries subject to approval by the respective competent authorities of the two countries.

ARTICLE XVI

- (1) The representatives of the two Governments shall consult each other as and when necessary in connection with the implementation of this Agreement.
- (2) The details of operation of passenger vehicles will be enumerated in a Protocol to be signed between the two Governments

ARTICLE XVII

This Agreement shall come into force on the date of its signing and shall remain valid for a period of two years unless terminated earlier by either Government by giving three months notice in writing to the other. There will be a comprehensive review of the working of the Agreement at the end of the first year of operation. The validity of the Agreement can be extended for one year at a time by mutual consent subject to such modifications as may be agreed upon.

ARTICLE XVIII


Nothing in the Agreement shall prevent either Government from suspending the validity of all or any authorisation or prohibiting movement of passenger vehicles on the specified routes in the interest of national security.

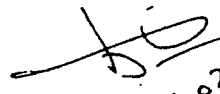
IN WITNESS OF WHEREOF the undersigned, being duly authorised for the purpose have signed this Agreement.

Done at _____ on the _____ day of _____ 19____
Bengali, Hindi and English languages, all the texts being equally authentic. In case of divergence, the English text shall prevail

For the Government
of the Republic of India

For the Government
of the People's Republic of Bangladesh


17-2-99


17.02.0

SCHEDULE I

FORM OF ROUTE PERMIT

(As per Article II(2) of the Passenger Motor Vehicle Agreement between India and Bangladesh)

Government of _____

Route Permit No. _____

Valid upto _____

Name of the Country _____

Route Permit to ply passenger motor vehicle between India and Bangladesh

(a) Particulars of the registered owner of the vehicle :

(i) Name _____

(ii) Father's/Husband's Name _____

(iii) Address
Present Address _____

Permanent Address _____

(iv) Nationality _____

(b) Particulars of the vehicle

(i) Registration number _____

(ii) Type of the vehicle _____

(iii) Maker's name _____

(iv) Year of manufacturing _____

(v) Engine No. _____

(vi) Chassis No. _____

(c) Seating capacity (including driver) of passenger vehicle _____

(d) Particulars of insurance policy against third party risk:

(i) Policy number _____

(ii) Name of insurer _____

(iii) Date of expiry _____

(e) Particulars of certificate of fitness of the passenger vehicle.

(i) Certificate number _____

(ii) Validity date : from _____ to _____

(f) The starting and terminal points in each country

(i) Place of starting _____

(ii) Place of Termination _____

(iii) Stoppages _____

(h) The routes to be followed by the vehicle _____

(l) Number of trips allowed _____

Signature , designation and seal
of the competent authority _____

Signature, designation and seal
of the counter signing authority _____

Note: Registration papers and other documents such as registration certificate, insurance certificates, fitness certificate etc., shall be carried on the vehicle(s) and made available for inspection on demand by the competent authority or any officer duly authorised by the authority in each country.



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SCHEDULE II

Driver's/Conductor's Identity Card/Document
Government of _____

Sl. No. _____

Date of Issue _____

1. Issuing Authority _____
2. Name of driver/conductor _____ Photo _____
3. Father's Name _____
4. Date of Birth _____
5. Address
Permanent Address _____
Present Address _____
6. Nationality _____

Signature of driver/conductor

7. Detail's of driving/conductor's licence:-

Licence No. _____ Vehicle class _____ Valid till _____
Issued by _____

8. Name and address of owner of passenger vehicle.

Name _____

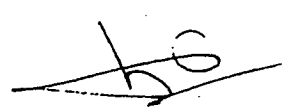
Address

Present Address _____

Permanent Address _____

9. Identity card/documents valid from _____ to _____

Signature and Seal of Competent Authority



PROTOCOL

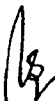
REGARDING OPERATION OF PASSENGER BUS SERVICE BETWEEN DHAKA AND CALCUTTA IN TERMS OF AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AND THE GOVERNMENT OF THE REPUBLIC OF INDIA

Whereas the Government of the People's Republic of Bangladesh and the Government of the Republic of India have agreed to operate a passenger bus service between Dhaka in Bangladesh and Calcutta in India, the following protocol for the operation of the service is agreed:-

1. (i) The operation from Bangladesh side will be undertaken by Bangladesh Road Transport Authority (B.R.T.A.)
(ii) The operation from the Indian side will be undertaken by West Bengal Surface Transport Corporation Ltd. [WBSTC].
2. The service will originate from the Karunamoyee Central Bus Terminus, Salt Lake at Calcutta and from the Moti Jheel, BRTC Bus Depot at Dhaka.
3. The Bangladesh operator will operate 2 bus services on Mondays, Wednesdays and Fridays from Dhaka and on Tuesdays, Thursdays and Saturdays from Calcutta.

The Indian operator will operate 2 bus services on Mondays, Wednesdays and Fridays from Calcutta and on Tuesdays, Thursdays and Saturdays from Dhaka.

There will be no bus service from either Dhaka or Calcutta on Sundays.



This initial arrangement will be reviewed by the two Governments after 3 months from the date of commencement of operation. This review will cover share of traffic, frequency of service and other related issues.

4. Route and halts from Dhaka to Calcutta and vice versa:

(i) Starting point : Dhaka, Moti Jheel, BRTC Bus Depot
(7 a.m. and 7.30 a.m.)
First halt : Magura [Bangladesh]
Second halt : Habra [India]
Destination : Salt Lake, Calcutta [proposed arrival : 7.30
p.m. and 8.00 p.m.]

(ii) Starting point : Salt Lake, Calcutta [6.30 a.m. and 7.00
a.m.]
First halt : Habra [India]
Second halt : Magura.[Bangladesh]
Destination: Moti Jheel, BRTC Bus Depot [7.00 p.m and
7.30 p.m.]

(iii) En-route, passengers will be allowed to disembark at the service areas at the above halts and their movements will be restricted to the service area.

5. Unscheduled Halt/break-down of the vehicle (Bus/Coach)

- (i) In the event of unscheduled halts on account of unforeseen circumstances and breakdown of bus, the local Deputy Commissioner, Sub-Divisional Magistrate and Thana Nirbahai Officer will be immediately informed by the crew/ operator for assisting in transit arrangement of passengers and crew keeping in view security as well as passenger requirements.
- (ii) In the event of breakdown of a bus, alternate arrangements will be made by the operator concerned with the assistance from the local authorities.

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6. Medical facilities

Every vehicle shall carry a well-equipped first-aid box. In order to meet serious medical eventualities that cannot be managed on board, the Government of Bangladesh/the Local District Administration in Bangladesh and the Government of India/Local District Administration in India shall make available the requisite medical facilities which fall nearest along the route and duly pre-identified.

7. Insurance

The vehicle to be operated shall be insured with Sadharan Beema Corporation of Bangladesh or the National Insurance Company Limited of India as the case may be against passenger risk and comprehensive loss valid for both the countries.

8. Issuance of Route Permits

Route Permits to operators of Bangladesh will be issued by Bangladesh Road Transport Authority and will be countersigned by the State Transport Authority of Government of West Bengal. Similarly, Route Permits to the operators of India will be issued by the State Transport Authority of Government of West Bengal and will be countersigned by Bangladesh Road Transport Authority of Bangladesh.

9. Travel Documents for Bus Crew

Bus crew from both Bangladesh and India shall travel on the basis of valid passports and multiple-entry visas.

10. Passenger Manifest

Each bus will carry a passenger manifest authenticated by a senior officer of the bus operator. Copies of passenger manifest will be handed over to the immigration and custom authorities at the border checkpoints of both the countries. In addition, the operator may also send the copies of manifest by fax.

11. Fare and Ticketing

Exact fare denomination may be decided through mutual consultation between the two operators.

Tickets will be issued only to persons with valid travel documents. Ticketing/reservation may be done by the bus operators directly or through their designated agents.

12. Baggage

Baggage will be restricted to one suitcase weighing not more than 20 kgs and one handbag of average size per ticketed passenger. However, in case of a baby passenger not requiring a ticket, a handbag/basket will be allowed. No commercial baggage/cargo will be allowed.

13. Security Personnel


- (i) For the journey in Bangladesh territory, two authorised security personnel of Bangladesh and similarly for the journey in Indian territory, two authorised security personnel of India will be on board.
- (ii) There shall be a Liaison Official in each bus operating under this Protocol and the Liaison Official shall be treated as the Senior member of the crew.

14. Agent of the Operator

The Bangladesh operator will appoint an agent who will have an Office in Calcutta and similarly the Indian operator will appoint an agent, who will have an Office in Dhaka. The agents will undertake all functions relating to the operation of the services on behalf of their respective operator in the host country.

15. There shall be a Standing Committee of the two operators to review the arrangements under this Protocol.

16. Signed at on in two originals each in English, Hindi and Bengali languages, all the texts being equally authentic. In case of doubt in interpretation, the English text shall prevail.


17.2.99


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