

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH 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 Republic of India and the Government of the People's Republic of Bangladesh on Sixth day of June, 2015, the Government of the Republic of India and the Government of the People's Republic of Bangladesh 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 or licence issued under clause 5 of Article III;



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- (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 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 India and Bangladesh 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;



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(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; and

(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 or documents issued by the respective competent authority as 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 or 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 or 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 place or plates affixed to the passenger vehicle:

- (i) Name of the country; and
- (ii) Starting and terminal points in each country.



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 or 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 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 and similarly 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.

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) Guwahati-Shillong-Dowki/Tamabil-Sylhet-Dhaka;
 - (ii) Dhaka-Sylhet-Tamabil / Dowki-Shillong- Guwahati.
- (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 the Departments of Immigration, Customs, Narcotics and Motor Vehicle in India authorised by law shall have the right in Indian Territory with respect to any Bangladesh passenger vehicle operating under this Agreement to inspect and search the vehicle, passengers and their luggage normally at the border check post. Similarly 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 similar and identical rights in Bangladesh territory in respect of Indian passenger vehicles operating under this Agreement.

ARTICLE XII

Passenger vehicles of either country calling for urgent repairs en-route 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 defence 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 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



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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.
- (3) Differences, if any, on the interpretation of this Agreement will be resolved through consultations between the parties.

ARTICLE XVII

This Agreement shall come into force on the date of its signing and shall remain valid for a period of five 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 five years 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 authorization or prohibiting movement of passenger vehicles on the specified routes in the interest of national security.




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

Done at Dhaka, on theSixth day of June, 2015, in two originals inHindi, English and Bangla Languages, all the texts being equally authentic. In case of divergence, the English text shall prevail.

**For the Government of the
Republic of India**


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**For the Government of the
People's Republic of
Bangladesh**


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M. A. N. SIDDIQUE
Secretary
Road Transport and Highways Division
Ministry of Road Transport and Bridges
Government of Bangladesh.

SCHEDULE I

FORM OF ROUTE PERMIT

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

Government of -----

Valid upto _____

Route Permit No. _____

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 _____



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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.



SCHEDULE II

Driver's/Conductor's Identity Card/Document

(As per Article III(4) of the Passenger Motor Vehicle Agreement between India
& Bangladesh)

Government of _____

Sl.No. _____

Date of Issue: _____

1. Issuing Authority
2. Name of driver/conductor
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 _____



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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

PROTOCOL ON OPERATION OF PASSENGER BUS SERVICE BETWEEN GUWAHATI IN INDIA AND DHAKA IN BANGLADESH IN TERMS OF AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

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

1. (i) The operation of bus service from Indian side will be undertaken by Assam State Transport Corporation (ASTC).

ii) The operation of bus service from Bangladesh side will be undertaken by Bangladesh Road Transport Corporation (B.R.T.C).
2. The Service will originate from Inter State Bus Terminal at Guwahati and from the BRTC International Bus Terminal, Kamalapur, Dhaka.
3. Indian operator will operate one bus on round trip basis everyday of the week except Sunday. Bangladesh Operator will run one bus on round trip basis everyday of the week except Sunday. The initial arrangement will be reviewed by the two Governments after 6 (six) months from the date of commencement of operation. This review will cover share of traffic, frequency of service, route of operation and other related issues.



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4. Route and halt of bus services from Guwahati-Shillong-Sylhet-Dhaka and vice versa on days of operation.

Route:

- (i) Guwahati-Shillong-Dowki/Tamabil-Sylhet-Dhaka;
- (ii) Dhaka-Sylhet-Tamabil/Dowki-Shillong- Guwahati;

From Guwahati

- (i) Starting point : Inter State Bus Terminal, Guwahati;
- (ii) Halt: Shilong (India) & Sylhet (Bangladesh);
- (iii) Ending point : BRTC International Bus Terminal, Kamalapur, Dhaka.

From Dhaka

- (i) Starting point: BRTC International Bus Terminal, Kamalapur, Dhaka;
- (ii) Halt: Sylhet (Bangladesh) & Shilong (India);
- (iii) Ending point : Inter State Bus Terminal, Guwahati.

5. The two Operators may decide on convenient points of halt on the route. En-route, passengers will be allowed to disembark at the service areas at such halts and their movements will be restricted to the service area.

Operators from both sides may schedule the timing of the bus service through mutual consultations.

6. Unscheduled halt or break-down of the vehicle (Bus or Coach).

In the event of unscheduled halts on account of unforeseen circumstances and breakdown of bus service, the local Deputy Commissioner, Sub-Divisional Magistrate, Upazila Nirbahi Officer will be informed by the crew/operator 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.



- i) In the event of breakdown of bus service, the operator concerned will make alternate arrangement with the assistance from the local authorities.

7. 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 India and/or Local District Administration in India and the Government of Bangladesh and/or the Local District Administration in Bangladesh shall make available the requisite medical facilities which fall nearest along the route and duly pre-identified.

8. Insurance

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

9. Travel Documents for Bus Crew and Passengers

The crew of the buses shall be Indian and Bangladeshi nationals. Bus crew and Passengers from both Bangladesh and India shall travel on the basis of valid passports and multiple-entry visas.

10. Issuance of Route Permits

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



11. Passenger Manifest

Each bus will carry a passenger manifest authenticated by a senior officer of the bus Operator. At least two legible copies of passenger manifest will be handed over to the immigration and custom authorities at the border check posts of both the countries. In Addition, the operator may also send the copies of manifest by fax.

12. Fare and Ticketing

Exact fare denomination may be decided through mutual consultation by the 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.

13. Baggage

Baggage will be restricted to one suitcase weighing not more than 20 kgs. and one handbag of average size per ticked 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.

14. Security Personnel

- i) For the journey in Indian Territory, two authorized security personnel of India will be on board and similarly for the Journey in Bangladesh territory, two authorized security personnel of Bangladesh.
- 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.



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15. Agent of the Operator

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

16. There shall be a Standing Committee of the operators to review the arrangements under this protocol. This Committee shall consist of such member/members as may be agreed upon between the two Governments

Signed at Dhaka, on Sixth day of June, 2015, in two originals in Hindi, English and Bangla Languages, all the texts being equally authentic. In case of doubt in interpretation, the English text shall prevail.

For the Government of the
Republic of India



For the Government of the
People's Republic of
Bangladesh



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M. A. N. SIDDIQUE
Secretary
Road Transport and Highways Division
Ministry of Road Transport and Bridges
Government of Bangladesh.