

**AGREEMENT BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF INDIA AND THE GOVERNMENT OF
NEPAL FOR THE REGULATION OF PASSENGER
TRAFFIC BETWEEN THE TWO COUNTRIES.**

The Government of the Republic of India and the Government of Nepal
(hereinafter referred to as "the two Governments")

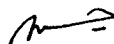
Having agreed to explore all possibilities of expansion and promotion of vehicular traffic between the two countries on the basis of mutual advantage and reciprocity and with a view to strengthening the economic bonds between the two countries on the basis of common interests, for operating passenger traffic between the two countries,
Have agreed as follows:

ARTICLE - I

DEFINITIONS:

- (a) "Act" means 'Act' or 'Ordinance' governing the Motor Vehicles and Motor Vehicular Traffic in India and Nepal.
- (b) "Authorized Operator" for the purpose of this Agreement means a person, or firm or company, licensed or authorized by the competent authority of the two Governments to undertake passenger transportation by motor vehicle between the two countries.
- (c) "Certificate of Fitness" means a certificate issued by the competent authority, authorized by the respective Government, testifying the mechanical fitness of the vehicle to ply on the road.
- (d) "Conductor, Helper and Cleaner's Certificate" mean certificates issued by the competent authorities of the respective Governments to the conductor, helper and cleaner of a vehicle, certifying their identity.
- (e) "Driving License" means a document of authorization to drive a specified category of vehicle(s) issued by the competent authority of the either country or an internationally recognized permission for driving.
- (f) "Forms" means any of the forms given in the schedules attached hereto.
- (g) "Insurance Policy" means a valid international vehicle insurance policy or a certificate issued by insurers, duly registered in India and Nepal.
- (h) "Local taxes" include the taxes levied by municipal bodies or 'Panchayats' or by similar local bodies in respective countries but excludes the permit fees.





- (i) "Regular Passenger Transportation" means passenger transportation undertaken by authorized operators of one country to another for fare charges on previously agreed areas, trips, time tables and routes with pre-designated originating terminals, stopping points and final destinations.
- (j) "Non-regular passenger transportation" means the movement of all types of passenger vehicles of one country in the territory of other for the purpose of tourism, pilgrimage, marriage party, medical treatment, study tours, access to railway station and such other casual purposes.
- (k) "Permit" means document issued by the competent authority of either country, and countersigned by the competent authority of the other country, authorizing the movement of a vehicle under this Agreement.
- (l) "Registration Certificate" when used with reference to a vehicle, means the certificate of registration issued under the Act of the respective country.
- (m) "Vehicle" for the purpose of this Agreement means any motor vehicle which is used to transport persons and passengers.
- (n) "Land Customs Station(s)" will include all facilities to check and facilitate movement of passengers across the international border(s). This also includes the 'Integrated Check Post(s)' serving such purpose.

ARTICLE -II

Vehicles

1. The two countries shall allow Passenger vehicles for both hire or reward; or personal vehicles of each country to ply in territory of the other country, subject to the terms of the agreement.
2. Provided further that all regular passenger transportation shall be allowed only through authorized operator(s).

ARTICLE - III

Permit

- (1) All the vehicles of one country shall require a permit for plying in the territory of the other country.
- (2) The permit shall be issued after verification of all the required documents as mentioned in Article-IV(2), except documents stated in Article-IV(2) (iv),(v) and (viii) of this Agreement. The availability of all relevant documents will be ensured at all times while plying in the territory of other country.
- (3) A permit for regular passenger transportation to the authorized operator and non-regular passenger transportation for hire or reward will be issued by the competent authority of the respective country as specified in Form A.

- (4) A permit for personal vehicle other than regular passenger transportation as at sub-article (3) above will be issued by the competent authority of the respective country as specified in Form B.
- (5) Non regular passenger vehicles will be permitted temporary admission on case to case basis for a period upto 30 days, provided that permit for such journeys will be taken as specified in Form C.
- (6) Permit to authorized operator for regular passenger transportation will be for multiple entries, valid for one year and renewable every year subject to a maximum period of 5 years.
- (7) A vehicle entering and plying into the territory of a country or exiting from its territory under the provisions of this Agreement will do so using authorized routes through authorized immigration check points and land customs stations as notified by the two countries by mutual agreement. Any deviation from the route will be treated as a violation of the permit condition and of the relevant customs laws of the concerned country. Sector and the details of route, route maps, location of permitted rest or recreation places, tolls and check posts opened to the regular passenger among the two countries as defined in the Protocol is at Annexure-I. Any addition or changes to the sectors and routes will be decided by the two countries by mutual consent.
- (8) The permit issued by one country under this agreement will be countersigned by the competent authority of the other country within a period of one month.
- (9) Regular passenger transportation and non-regular passenger transportation for hire or reward will be operated on reciprocal basis. The competent authority of the respective country will, after mutual consultations, fix the number of such vehicles plying on different routes.
- (10) Both the countries will exchange the lists of authorized operators for passenger transportation by 31st January of every year and whenever any new operator is authorized or existing operator ceases operation or earlier (on request).
- (11) The competent authority under reference in sub-articles (3) (4) and (5) above will be as indicated in Annexure-II to this agreement. The competent authority for the purpose of sub-Article (4) & (5) above will also be the office of District Collectors/ District Magistrates in India and the District Administration officers/Zonal Transport Officers in Nepal and also Diplomatic Missions as also the designated Customs Officer or other authorities designated by the respective countries.
- (12) Installation of tracking system on motor vehicles at the cost of entering vehicle to be introduced within two years from the signing of the agreement subject to the mutual consent of both the countries.

ARTICLE - IV

Documents required

- (1) A vehicle operated or used under this agreement while entering into the territory of other country will be so maintained as to be at all times under the effective control of the person driving it.
- (2) The following documents shall be readily available with a vehicle, either in English/Nepalese/Hindi or in certified English/Nepalese/Hindi translation, while plying in other country:
 - i. A valid registration certificate;
 - ii. A valid certificate of fitness (wherever applicable);
 - iii. A valid insurance policy;
 - iv. A valid permit.
 - v. A valid "Pollution Under Control" certificate issued by one country, certifying emission level and pollution under control of that vehicle in the country, which has issued the certificate. The compliance of PUC check of the destination country will be decided by the concerned country.
 - vi. A valid driving license issued by the country or an international driving permit.
 - vii. Valid Passport/citizenship certificate of the crew/passengers containing inter-alia the photo identity of the crew/passengers. In respect of minors, any other identity card e.g. Birth certificate or school identity card;
 - viii. A passenger list (with details of their nationality) in case of regular passenger transportation and non-regular passenger transportation for hire or reward.
 - ix. Internationally recognized valid travel document as proof of identity for third country passengers.
 - x. List of personal goods/articles in possession of the crew including accessories, spares and parts in the vehicle" to account for custom duty exemption/assessment.
- (3) All the documents referred to in sub-article (2) above will be in possession of the person driving the vehicle at the time of entering the other country as well as during the entire period of stay in that country and will always be available for inspection by any competent authority authorized to inspect the vehicle.

- (4) The driving license or an international driving permit of the person who is driving or controlling the vehicle issued by the competent authority of one country will be recognized by the competent authorities of other country.
- (5) A conductor, helper and cleaner of the regular passenger transportation vehicle will be in possession of a valid certificate as per Annexure-III.
- (6) If for any reason, a driver of a regular passenger transportation vehicle is unable to perform his/her duties in the other country, a driver of either country in possession of a valid driving license may drive the vehicle, subject to the condition that such a permission will be only as a substitute for one operation.
- (7) At least one member of the crew of the vehicle must be able to communicate in English or in a language understood in destination country.

ARTICLE - V

Passport and Visa

Crew members shall carry passports or relevant accepted documents.

ARTICLE - VI

Restrictions

- (1) Vehicles registered in one country and operating under this Agreement will not be permitted to transport local passengers and goods within the territory of other country.
- (2) Nothing in this Agreement will be construed as exempting any person from the rules and regulations regarding entry permits, wherever applicable.
- (3) No major repair work will be carried out in the other country except in the event of an accident or break down.
- (4) Vehicles of either country requiring an urgent repair while en-route will be allowed to have repairs done at nearby equipped workshop(s) in the other country. In case of accidents, all consequential repairs may also be permitted in the country where the accident has occurred.
- (5) In the case of an accident, the legal proceedings, if any, against the driver of the vehicle will be disposed of expeditiously under the relevant laws of the country where the accident has occurred.
- (6) Both countries will decide on number of vehicles and volume of traffic under this agreement through mutual consultation.
- (7) The Border Check Posts and Land Customs Stations of the concerned country will endorse entry / exit particulars of the vehicles on the permit and that will

be treated as the date of entry/exit for the purpose of this agreement. Traffic between the two countries will be routed only through existing notified Land Customs Stations/Routes.

ARTICLE -VII

Fees and Charges

- (1) In relation to border formalities, customs formalities, taxation and fees, the provisions of internal laws or agreements between two countries will be applied in deciding matters which are not regulated by this Agreement.
- (2) The crew (driver, conductor, helper, cleaner etc.) will be allowed baggage in accordance with baggage rules subject to such restrictions and prohibitions under laws of the respective countries. The standard accessories of the vehicles, essential spares, fuel and oils contained in its supply tanks before entering in another country should also be exempted from duties and taxes. However, in case of refueling, the destination country may charge unsubsidized price on reciprocal arrangements.
- (3) All fees and charges for issue of permit for the vehicle of one country will be levied only at entry point of the other country. The rates of such fees and charges will be decided through mutual consultations and notified from time to time by the respective country and intimated to one another. The payment of fees and charges will be made in the currency of the country in which the vehicle is entering. Nothing in this clause exempts the vehicles of the other country from the commercial charges payable on the highways, toll-ways etc. so long as the same are equally applicable to the vehicles of the destination country.
- (4) No additional charges such as octroi, or local taxes will be levied on transportation of passenger vehicles of one country while plying in the territory of the other country except those taxes/charges which are equally applicable to vehicles of the destination country.
- (5) Subject to the validity of the vehicle permit, the customs or relevant authorities of the two countries will allow temporary admission to vehicles into their territory free from customs duty.
- (6) In case of over-stay of a vehicle for a period more than the prescribed time limit as per the permit issued by customs/relevant authorities, the laws of the country would be applicable.
- (7) A Sub-group on Customs procedures, having participation from both the countries will be set up to formulate the required procedure and safeguards with regard to entry of vehicles, manufactured in a country other than the two countries. These provisions will not apply to the vehicles belonging to Governments of the two countries.

ARTICLE-VIII

Road Signs and Signals - Compliance with Traffic Laws

- (1) The designated authorities of the two countries shall provide international road signs and signals along the specified route, wherever required.
- (2) Vehicles of one country are required to observe laws pertaining to traffic while in the territories of other country.
- (3) The State Government or local authorities will not impose any restrictions or changes inconsistent with the provisions of this agreement. However, this will not prevent the State Government or local authorities from imposing such temporary restrictions as may be necessary to maintain law and order or to meet contingencies like natural calamities.

ARTICLE - IX

Force Majeure

In case of over-stay in other country due to vehicle breakdown, accident and repair works or other unforeseen circumstances including natural calamities or disasters, any member of the driving crew will notify to the competent authority of that country who will, in genuine cases, extend the validity of authorization / permit to stay for the required period.

ARTICLE - X

Right to Inspect and Search

- (1) Any authorized officer of the country such as the officers of the Department of Customs, Police and other security agencies and the Transport Authorities will have the right inside its territory to inspect and search the vehicle operating under this Agreement, its luggage, passengers and goods.
- (2) Vehicle of one country, operating contrary to the provisions of this agreement in the territory of other will be subject to the law of the other country.

ARTICLE – XI

Insurance

- (1) The non regular passenger transportation by vehicles to be operated under this Agreement will be insured by a registered Insurance Company against at least third party loss, in both the countries where the vehicle is allowed to ply.
- (2) The regular passenger vehicle must have a comprehensive insurance policy.
- (3) The appropriate authorities of each country will provide facilities to the insurance company of the other country to carry out all necessary steps such as survey, assessment, investigation, settlement of claims and remittance in connection with such operation.
- (4) In the event of an accident resulting in damage to a third party's property or loss of life or injuries to third parties, appropriate authorities of each country will extend all assistance for expeditious settlement of the claims and provide facilities to the persons concerned, subject to the law of the country.

ARTICLE – XII

Business Facilitation

- (1) The persons or institutions operating regular passenger transportation services in one country will be permitted to open their branch offices or appoint their agents in the other country, subject to local laws and regulations of that country. The authorized operators will also grant work permit to their employees deployed at the branch offices in the other country, subject to local laws and regulations of that country.
- (2) The authorized operators will be permitted to open bank account(s) in the other country for remittance of funds generated by sale of bus tickets and receipt of money as a result of transportation services and for meeting local expenses.
- (3) The appropriate authorities of each country will provide all possible facilities to the vehicle of the other country, which may be disabled on the roads. The owner of the vehicle will be permitted to make necessary remittance through banking or other permissible channels, on account of expenditure incurred on such rescue operation / repair.

ARTICLE - XIII

Consultations

- (1) Both the countries will consult each other as and when necessary, in connection with the implementation of the Agreement.
- (2) In order to facilitate effective and harmonious implementation of the Agreement, both the countries designated representatives will consult each other at a mutually decided place and date.
- (3) Differences, if any, regarding the interpretation and implementation of this Agreement will be resolved through consultations.

ARTICLE - XIV

Applicability of Local Laws

- (1) Both the countries agree not to permit the movement of goods which are either prohibited or restricted under the prevailing laws and regulations of the respective countries, and any negative/sensitive list agreed upon by the respective countries.
- (2) The laws of the respective country shall govern matters other than those mentioned in this Agreement.
- (3) Both the countries shall cooperate effectively with one another to prevent infringement and circumvention of the laws, rules and regulations of their respective countries in regard to matters relating to the movement of vehicles.
- (4) This Agreement shall not affect the rights and obligations arising from other international commitments of the country.

ARTICLE - XV

Dispute Settlement

- (1) Any dispute arising out of interpretation and /or implementation of this Agreement shall be resolved amicably among the two countries. If unresolved, the two countries may choose to refer the dispute to a mutually agreed dispute resolution mechanism.
- (2) The two countries shall cooperate effectively with one another to investigate infringement and circumvention of any law and for conducting proceedings for enforcement of local laws as applicable in the other country.

ARTICLE – XVI

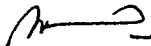
Entry into Force, Amendments and Review Mechanism

- (1) 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 party by giving a written notice of not less than six months.
- (2) The validity of this Agreement may be renewed for further period of five years, at a time, by mutual consent, subject to modifications as may be agreed upon.
- (3) This Agreement may be modified, amended and reviewed by the two Governments from time to time, as and when necessary.


IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Government, have signed this Agreement at Kathmandu (Nepal) on 25th day of November, 2014.

Done two originals each in Hindi, Nepali and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

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


(NIRAJ VERMA)
Joint Secretary
Ministry of Road Transport
and Highways

**For the
Government of Nepal**


(BISHNU OM BADE)
Joint Secretary
Ministry of Physical Infrastructure
and Transport

Form A

FORM OF PERMIT

(As Per Article III (3) of the Agreement)

Permit for Regular Passenger Transportation

(One copy will be endorsed to each designated Customs Officer of the authorised Land Customs Station).

PART- I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Name, Address and Nationality of the authorized operator of vehicle.
- (c) Registration number of the vehicle.
- (d) Make, Model and year of manufacture of the vehicle.
- (e) Engine number of the vehicle.
- (f) Chassis number of the vehicle.
- (g) Seating capacity including driver and other staff.
- (h) Particulars of Insurance Policy.
- (i) Particulars of certificate of Fitness.
- (j) The starting and terminal points in each country.
- (k) The sector and routes to be followed by the vehicle.
- (l) Amount paid _____
- (m) Permit issued on _____
- (n) Valid up to: _____
- (o) Land Customs Station(s) of entry and exit.

Signature of applicant: _____

PART-II (For Office use)

Signature, designation and seal
of the competent authority
of the country of origin

Signature, designation and seal
of the competent authority
of the country of transit, if any

Signature, designation and seal
of the counter signing authority
of the country of destination

Permit renewed from

_____ up to _____

Signature, designation and seal
of the competent authority
of the country of origin

Signature, designation and seal
of the counter signing authority _____
of the country of destination

Note: 1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of the other country except those taxes/charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be carried by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. The said passenger vehicle will have painted in English and in the official language of the respective country/state in orange colour on white surface on both the left and the right side of the said vehicle, with each letter being not less than one inch (2.5 cms.) high and one inch (2.5 cms.) wide, legibly painted on a plain surface or a plate or plates affixed to the said vehicle, namely, name of the country, the starting & terminal points in each country and the route.

-X-X-X-



Form B
FORM OF PERMIT
(As Per Article III (4) of the Agreement)

Permit for Personal Vehicles (Duty free upto 7 days)

(One copy will be endorsed to each designated Customs Officer of the authorized Land Customs Station).

PART- I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of transport vehicle.
- (b) Registration number of the vehicle.
- (c) Make, model and year of manufacture of the vehicle
- (d) Engine number of the vehicle.
- (e) Chassis number of the vehicle.
- (f) Particulars of Insurance Policy against third party risk.
- (g) The sector and routes to be followed by the vehicle.
- (h) Amount paid _____
- (i) Permit issued on _____
- (j) Valid up to _____
- (k) Land Customs Station(s) of entry and exit.

Signature of the applicant: _____

PART- II (For Office use)

Signature, designation and seal
of the competent authority
of the country of origin

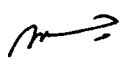

Signature, designation and seal
of the competent authority
of the country of transit, if any

Signature, designation and seal
of the counter signing authority
of the country of destination

Note: 1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of other country except those taxes /charges which are equally applicable to vehicles of the destination country.

2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be accompanied by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. Since these are one-time permits, as such at the time of crossing the border, these will be stamped and initialed by the Customs authorities at the Land Customs Stations on the border at the time of entry and exit so as to prevent multiple uses.



Form C
FORM OF PERMIT
(As Per Article III(5) of the Agreement)

Permit for non-regular passenger vehicles for duty free up to 30 days.

(One copy will be endorsed to each designated Customs Officer of the authorised Land Customs Station).

PART- I (To be filled up by the applicant)

- (a) Name, Address and Nationality of the owner(s) of vehicle.
- (b) Registration number of the vehicle.
- (c) Make, model and year of manufacture of the vehicle
- (d) Engine number of the vehicle.
- (e) Chassis number of the vehicle.
- (f) Particulars of Insurance Policy.
- (g) Particulars of certificate of Fitness.
- (h) The sector and routes to be followed by the vehicle.
- (i) Amount paid _____
- (j) Permit issued on _____
- (k) Valid up to -----from date of issue.
- (l) Land Customs Station(s) of entry and exit.

Signature of the applicant: _____

PART- II (For Office use)

Signature, designation and seal
of the competent authority of the country of origin

Signature, designation and seal
of the competent authority of the country of transit, if any

Signature, designation and seal
of the counter signing authority of the country of destination

Note:

1. No additional charges such as octroi or local taxes will be levied on the vehicles of one country carrying this permit while plying in the territory of other country except those taxes / charges which are equally applicable to vehicles of the destination country.
2. Registration papers and other documents such as insurance policy, fitness certificates, etc. will be accompanied by the vehicle and made available for inspection on demand by the competent authority or any officer duly authorized.

3. Since these are one-time permits, as such at the time of crossing the border, these will be stamped and initialed by the Customs authorities at the Land Customs Stations on the border at the time of entry and exit so as to prevent multiple uses.

4. Competent authorities for the purpose of this schedule will be Embassies/Consulates of the country of Destination.



Annexure-I**Protocol containing details of route, route maps, location of permitted rest or recreation places, tolls and check posts for passenger transportation****A. DETAILS OF ROUTE**

S.No.	Name of Land Custom Station/ Immigration Check-post/ other relevant details	Sector/Route Agreed	Number of Permits for the Sector/ Route for each country
1.	Bhairahawa – Nautanwa (Sunauli)	Kathmandu – Bhairahawa - Sunauli – Gorakhpur – Lucknow- New Delhi	-
2	Bhairahawa – Nautanwa (Sunauli)	Kathmandu– Bhairahawa - Sunauli – Azamgarh – Varanasi	
3.	Bhairahawa – Nautanwa (Sunauli)	Pokhara – Bhairahawa -Sunauli–Gorakhpur – Lucknow- New Delhi	
4			
5			
6.			

B. PROTOCOL

REGARDING OPERATION OF REGULAR PASSENGER TRANSPORT SERVICE BETWEEN INDIA AND NEPAL IN TERMS OF AGREEMENT BETWEEN THE GOVERNMENT OF REPUBLIC OF INDIA AND GOVERNMENT OF NEPAL

Whereas the Government of Republic of India (to be referred to as Government of India or GoI hereinafter) and Government of Nepal (to be referred to as GoN hereinafter) have agreed to conclude an agreement for regulation of passenger traffic between the two countries; and deriving legitimacy there from, both countries desire to establish a framework for operation of passenger bus service between points of origin and destinations lying in the two countries.

It is hereby agreed that:-

- i) The operation of bus service from Nepal to places in States of West Bengal, Bihar, Uttar Pradesh, Uttaranchal, National Capital Territory of Delhi respectively and vice versa as are mutually agreed by GoI and GoN shall be undertaken from Indian end by operators chosen by Governments of respective States in India and from Nepalese side by the operators chosen by GoN.
- ii) The details of specific services will be appended to the protocol in the form of five separate schedules pertaining to the States of West Bengal, Bihar, Uttar Pradesh, Uttaranchal and National Capital Territory of Delhi.
- iii) The protocol will be valid for two years from the date of signing and shall be renewable for such period as may be mutually agreed by GoI and GoN.
- iv) The terms of the protocol can be reviewed and modified by both the Governments through mutual consultation as and when felt necessary, without making amendment in the main agreement.
- v) No operator shall pick up or carry any local passenger whose movement is limited to only one country.

1. Route Permit

The route permit shall be issued and countersigned by the competent authority as per Article III and Annexure I of the Agreement.

Route:

The services will originate from, cross the Indo-Nepal border and terminate at points indicated at respective schedules.

2. Fee for Regular passenger transportation

The authorization fee for issue of permit shall be Indian Rs.4000/- in case of Indian vehicles and Nepali Rs.6400/- in case of Nepalese vehicles. The fee for counter signature of such permits shall be 25% of the permit fee as above, i.e., Indian Rs.1000/- in case of Nepalese vehicles entering into India and Nepali Rs.1600/- in case of Indian vehicles entering into Nepal. The rates for permit fee and countersigning fee may be revised by the two governments after mutual consent.

3. Admission of transport vehicle free from customs duty

Subject to the validity of the vehicle permit, the customs authorities of both countries will allow temporary admission to transport vehicles into their country free from customs duty in the following manner:-

- (a) Vehicles used for regular transportation for a period of 7 days.
- (b) Private passenger vehicles including cars, jeeps and vans for a period of upto 7 days.
- (c) Non-regular passenger vehicles shall be permitted temporary admission on a case to case basis for a period up to thirty days, provided however that permits for such journeys shall be taken as per the format in Schedule III.
- (d) In case of over stay of a vehicle for a period more than the prescribed time limit as referred in this Article, owner of the said vehicle shall have to pay an extra charge to the customs authorities in the destination country at the time of exit. Such charges for over-stay as decided by each country shall be communicated to the other country accordingly. Provided that in the event of such an over-stay, the vehicles mentioned in sub-clauses (a)& (b) shall not be seized on above account by any authority up to a period of 45 days from the date of expiry of the validity period in the destination country. Likewise, the vehicles mentioned in the sub-clause (c) above shall not be seized on this account by any authority up to a period of 60 days from the date of entry in the destination country.

4. Timing of the Service

The timing of services will be decided by the operators who shall inform respective Governments. The operators may re-schedule the timing of the service in emergent situations, with permission of the competent authority.

5. Halt

The operators may pre-decide on convenient points of halt on the route which are to be included in the schedule. Enroute, passengers will be allowed to disembark at the service areas at such halts and their movement will be restricted to the service area. However, each regular passenger transport vehicle originating in one country shall invariably reach the specified destination in the other country, save as provided in para 6 (i) hereunder.

6. 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 service, the nearest Police Station 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 bus service, the operator concerned will make alternate arrangements with the assistance from the local authority.

iii) In case of accident requiring legal proceedings or police action or investigation against driver/any passenger, the vehicle and the remaining passengers shall be permitted to reach the destination.

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, GoN/the Local District Administration in Nepal and the GoI/ respective State Governments in India shall make available the requisite facilities at such hospitals/ medical centers which fall nearest along the route and duly pre-identified.

8. Insurance

The vehicle to be operated shall be insured against passenger risk and comprehensive loss valid for both the countries. Both operators shall extend necessary cooperation to facilitate settlement of insurance claims with respect to the vehicles insured in the other country.

9. Travel Documents for Crew

The crew of the buses shall be Indian and Nepali nationals. The crew from both Nepal and India shall travel on the basis of valid passports/valid documents of identity.

10. Passenger Manifest

Each bus will carry a passenger manifest authenticated by a senior officer of the bus operators. 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 send the copies of manifest by fax.

11. Fare and Ticketing

Fare structure will be determined by the operators for a route subject to ratification by both Governments. The fare structure once determined and approved by both the Governments shall be common and binding on both the Nepali and the Indian operators.

Tickets will be issued only to persons with valid travel documents such as passport and visa wheresoever required. Tickets/reservation may be done by the operators directly or through their designated agents.

12. Baggage


Baggage will be restricted to a maximum of two pieces weighing not more than 25Kgs. However, in case of a baby passenger not requiring a ticket, a handbag/ basket will be allowed. Carriage of baggage/cargo for commercial purpose shall not be allowed. The total number of baggage carried by a passenger shall be indicated against his/her name in the passenger manifest.

13. Agent of the Operator


The operator will appoint an agent at the destination who will undertake all function relating to the operation of the services on behalf of their respective operator in the host country.

Signed at Kathmandu (Nepal) on 25th day of November, 2014 in two originals each in English, Hindi and Nepali Languages, all texts being equally authentic. In case of doubt in interpretation, the English text shall prevail.

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


(NIRAJ VERMA)
Joint Secretary
Ministry of Road Transport
and Highways

**For the
Government of Nepal**


(BISHNU OM BADE)
Joint Secretary
Ministry of Physical Infrastructure
and Transport

Annexure – II

The competent authority under reference in Article – III (11) of this Agreement will be the authorities to be specifically designated as under.

Route. No.	Name of Land Customs Station/Immigration Check-post	Name of Indian Authorities	Name of Nepalese Authorities
1	Bhairahawa – Nautanwa (Sunauli)	State Transport Authority, Delhi	--
2	Bhairahawa – Nautanwa (Sunauli)	State Transport Authority, Lucknow	
3	Bhairahawa – Nautanwa (Sunauli)	State Transport Authority, Delhi	

-X-X-X-

**FORM OF CONDUCTOR'S/CLEANER'S/HELPER'S IDENTITY
CARD/DOCUMENT**

GOVERNMENT OF _____

Sl. No. _____

Date of Issue _____

1. Issuing Authority
2. Name of Conductor/Cleaner/Helper
3. Father's Name
4. Date of Birth
5. Address
- Permanent Address:-
- Present Address:-
6. Nationality

PHOTO

(_____)
Signature of the Conductor/Cleaner/Helper

7. Details of Conductor's/Helper's/Cleaner's license:

License No.
Vehicles Class
Valid till
Issued by

8. Name and address of owner of passenger vehicle

Name
Address
Present Address:-
Permanent Address:-

(_____)
Signature of the owner of the passenger vehicle

9. Identity card/document valid from _____ to _____

(_____)
Signature and Seal of Competent Authority.

Note: Competent Authority for the above will be the permit issuing authority.

