

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE
GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN FOR THE REGULATION OF BUS
SERVICE BETWEEN AMRITSAR (INDIA) AND LAHORE (PAKISTAN)

The Government of the Republic of India and the Government of the Islamic Republic of Pakistan, (hereinafter referred to individually as a "Party" and collectively as the "Parties"),

Having agreed to explore possibilities of promotion and expansion of vehicular traffic between the two countries on the basis of mutual advantage and reciprocity,

Desiring to strengthen interaction between the people of the two countries on the basis of common interests, by operating a passenger bus service between Amritsar and Lahore,

Have agreed as follows:

ARTICLE - I }

DEFINITIONS

Unless otherwise provided in the text, the term-

- a) "Act" means the Motor Vehicles Act, 1988 of India and the Provincial Motor Vehicles Ordinance (W.P.Ord. XIX of 1965) of Pakistan;
- gdm* b) "Authorization Fee" means the fee to be paid by the permit holder of one country to the other country for obtaining authorization;
- gdm* c) "Bus crew" means driver, conductor and liaison officer;
- d) "Certificate of fitness" means a certificate issued by the competent authorities of one of the two countries, testifying to the fitness of the vehicle to ply on the road;
- e) "Competent authority" means in relation to-
 - i) "Permits", an authority competent to issue such a permit authorized by the Party concerned;
 - ii) "Driving license" an authority competent to issue a driving license authorized by the Party concerned;
 - iii) "Conductor's license", an authority competent to issue a conductor's license authorized by the Party concerned;
- f) "Conductor's license" means a license issued under para-5 of Article-IV;
- g) "Driving license" means the authorization issued under para 4 of Article-IV;

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- h) "Forms" means any of the form(s) given in the schedule(s);
 - i) "Insurance policy" means a policy of insurance which covers comprehensive or third party risks, arising out of the use of a transport vehicle and which complies with the requirements of the respective laws of the two countries;
 - j) "Liaison Officer" means official included in the crew authorized to carry out operational supervision of transport vehicle and to keep liaison between passengers and custom and immigration authorities and between passengers and prescribed food outlets / restaurants;
 - k) "Passenger" means a person in possession of a valid ticket for travel from Lahore to Amritsar or vice-versa and a valid passport, visa or any other travel document, which may be mutually agreed between the Parties;
 - l) "PUC certificate" means Pollution Under Control Certificate issued by appropriate authorities in Pakistan or India;
 - m) "Registration certificate", when used with reference to a transport vehicle, means the Registration Certificate issued under the Act;
 - n) "Regular permit" includes "regular permit for passenger transport vehicles" (permit) as defined below:-
"regular permit for passenger transport vehicles" means a permit issued by competent authority of one Party and countersigned by competent authority of the other Party authorizing the transport vehicle to ply on the scheduled service routes, as specified in the Permit;
 - o) "Scheduled service routes" mean the routes alongwith the time schedule and other related operational aspects specified in the Protocol to this Agreement;
 - p) "Transport vehicle" means the motor vehicle (Coach or Bus) for the carriage of passengers for hire or reward, between Pakistan and India, subject to such restrictions on the gross laden weight, wheel base, seating capacity, etc. of vehicles as may be existing under the Act in either country from time to time;

ARTICLE-II

This Agreement shall not in any way affect the provisions of any other agreement already in force and as may be amended from time to time between the Parties.

ARTICLE-III

- 1) Each Party shall grant permits to its designated operator to ply transport vehicles on agreed service routes.
- 2) A permit shall be in the form set out in Schedule-I and shall be non-transferable.
- 3) A permit shall be valid for one year and renewable upto maximum period of five years on a yearly basis.

ARTICLE-IV

1) A transport vehicle registered in the territory of one Party, when entering the territory of the other Party, shall be so constructed and maintained as to be at all times under the effective control of the person driving it.

2) A transport vehicle referred to in Schedule (I) shall have:

- i) A valid registration certificate;
- ii) A valid certificate of fitness;
- iii) A valid insurance policy;
- iv) A valid permit;
- v) A passenger list with details of their nationality;
- vi) Valid PUC certificate.

3) All the documents referred to in Para 2 above, shall be in possession of the person driving the transport vehicle at the time of entering the territory of the other Party and during the entire period of his stay and that of the vehicle in the territory of that other Party and shall always be available for inspection by any authority competent to inspect such a vehicle.

4) The person driving a transport vehicle shall be in possession of a valid driving license, issued by a competent authority in the country of the respective Party to drive such a vehicle and driver's badge.

5) The conductor of a transport vehicle shall be in possession of a valid conductor's license, issued by a competent authority in the country of the respective Party and conductor's badge.

5/10/07
6) If, for any reason, a driver and/or a conductor referred to in paras 4 and 5 above is unable to perform his/her duties in the territory of the other Party, a driver or a conductor in possession of a valid license issued by the competent authority in the territory of the other Party, may drive or act as a driver or a conductor of the vehicle as the case may be.

7) Throughout his/her stay in the territory of the other Party, while on duty, a driver or a conductor shall display his/her badge and shall be in prescribed uniform.

8) In addition to the registration number assigned to a transport vehicle by the competent authority of the respective Party, the following particulars shall be painted legibly in English and in the official language of the respective country / State [(each letter not being less than two inches (5 cm) high and two inches (5cm) wide], on both left and the right side of the vehicle, on a plain surface or a plate or plates affixed to the said vehicles:

- i) Route of the Bus Service (on front and back)
- ii) Name of the operator of the bus service (on the sides)

ARTICLE-V

- 1) The driver, conductor and the Liaison Officer of a transport vehicle may carry such personal effects, as may be necessary, having regard to the period of their stay in the territory of a Party subject to conditions specified in the Customs Rules of that Party. Their personal effects, the fuel contained in the usual supply tank of vehicles, standard accessories and essential spares shall be exempted from duties and taxes.
- 2) In case of over-stay, due to repair of transport vehicle or other unforeseen circumstances, the authorization holder shall notify to the competent authority in the country of the host Party, who may extend the validity of the authorization for the required period in genuine cases. No refund of duties and taxes shall be allowed on fuel and spare parts purchased in the country of the host Party.
- 3) The operators of both the countries can maintain reserve transport vehicles which can operate in the event of breakdown of their regular transport vehicle. The registration number, route permit and other related documents and related details in respect of the reserve transport vehicles shall be communicated to the concerned authorities of both the parties. The number of reserve transport vehicles shall be as agreed to by both the Parties.

ARTICLE-VI

- 1) The transport vehicle shall be insured by a registered insurance company against passenger, third party and comprehensive loss.
- 2) Each Party shall provide facilities to the insurance company of the other country to carry out all necessary steps such as survey, assessment, investigation and settlement of claims as an agent of the concerned insurer of the other country and facilitate remittance in connection with such operation.
- 3) In the event of an accident resulting in damage to a third party property or loss of life or injuries to third parties, each Party shall provide facilities to the persons concerned in accordance with the laws of the respective Party.

ARTICLE-VII

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SC The driving license issued by the competent authority in the country of either Party shall be recognized by the competent authority of the other.

ARTICLE-VIII

The Parties agree that no motor vehicle tax shall be levied on transport vehicles registered in the other country and operating under this Agreement.

ARTICLE-IX

The Parties agree that transport vehicles, plying on the scheduled route, which are registered in the territory of either Party, shall be exempted from permit fee in the territory of the other Party on the basis of reciprocity.

ARTICLE-X

The Parties agree that no transport vehicle registered in Pakistan and operating under this Agreement shall be engaged in the transport of passengers from any point in India to any other point in India, and similarly no transport vehicle registered in India and operating under this Agreement shall be engaged in the transport of passengers from any point in Pakistan to any other point in Pakistan.

ARTICLE-XI

The Parties agree that during stay in the territory of a Party, the authorization holder shall abide by the laws and regulations in force in the territory of that Party. The passenger en-route, however, shall be allowed to disembark at the selected service area (s) and the movement will be restricted to the territory of the service area(s).

ARTICLE-XII

The Parties shall make suitable security arrangements for the transport vehicle, the crew and the passengers within the territories of their countries.

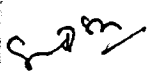
ARTICLE-XIII

Nothing in this Agreement shall be construed as exempting any person from the laws, rules and regulations regarding entry to the territory of either Party wherever applicable.

ARTICLE-XIV

No transport vehicle registered by the competent authority in the country of a Party shall be required to be simultaneously registered by the competent authority in the country of the other Party.

ARTICLE-XV

 The Parties agree to issue appropriate instructions to the respective authorities at all levels, including designation of specific authorities, for the purpose of effective implementation of this Agreement.

ARTICLE-XVI

- 1) The Parties agree to set up a Standing Committee (the Committee) for the monitoring and review of the effective implementation of this Agreement. The Committee shall comprise the representatives of both the Parties. The Committee shall meet at such place and time as may be mutually decided by both the parties.
- 2) The Ministry of Communications of the Government of the Islamic Republic of Pakistan and the Department of Road Transport & Highways of the Government of the Republic of India shall enter into immediate consultations with each other at the request of either side and implement measures to overcome any difficulty that may arise in the effective implementation of this Agreement.

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ARTICLE-XVII

All disputes concerning the interpretation and application of this Agreement shall be settled through negotiations between the Parties.

ARTICLE-XVIII

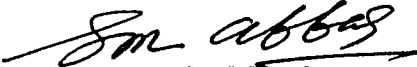
This Agreement may be amended or modified at any time through mutual written consent of the Parties.

ARTICLE-XIX

- 1) This Agreement shall enter into force upon signature. It shall be valid for a period of five years, and shall be automatically renewed for periods of five years unless terminated by either Party.
- 2) Either Party may terminate this Agreement at any time by giving a notice of ninety (90) days to the other Party.

Done at Lahore on 21st December 2005 on Wednesday in three originals each in English, Urdu and Hindi languages, all texts being equally authentic. In case of discrepancy in the texts or difference in the interpretation of the texts, the English text shall prevail.


(Saroj Kumar Dash)
Joint Secretary
(For the Government of the
Republic of India)


(Mohammad Abbas)
Additional Secretary
(For the Government of the
Islamic Republic of Pakistan)

SCHEDULE-I

(UNDER ARTICLE-III OF THE AGREEMENT)

FORM OF PERMIT TO PLY TRANSPORT VEHICLES ON
INDIA (AMRITSAR) - PAKISTAN (LAHORE)

REGULAR PERMIT

(Strike out whichever is not applicable)

Government of India / Pakistan

Permit to ply transport vehicles between India (Amritsar) and Pakistan (Lahore).

- a) Name, address and nationality of the operator of motor vehicle.
- b) Registration number of the vehicle.
- c) Nature of transport operations point to point Amritsar - Lahore —Amritsar
- d) Capacity of the vehicle.
 - i) Seating capacity
 - ii) Laden Weight
- e) Particulars of insurance policy
- f) Particulars of certificate of fitness
- g) The starting and terminal points in each country
- h) The route or routes to be followed by the scheduled passenger service vehicle.

This permit is valid from.....to..... and is not transferable.

Signature, Designation and
Seal of the Competent Authority
of the Government of India

Signature, Designation and
Seal of the Competent Authority
of the Government of Pakistan

This permit is hereby renewed upto theday of.....

Signature, Designation and
Seal of the Competent Authority
of the Government of India

Signature, Designation and
Seal of the Competent Authority
of the Government of Pakistan

Note: Registration papers and other documents such as insurance certificate, 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 authorized by the authority.

PROTOCOL

REGARDING OPERATION OF BUS SERVICE BETWEEN AMRITSAR -LAHORE – AMRITSAR IN TERMS OF AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

Whereas the Government of the Republic of India and the Government of the Islamic Republic of Pakistan have agreed to operate a passenger bus service between Amritsar in India and Lahore in Pakistan, the following protocol for operations is agreed:

- i) The operations from the Indian side will be undertaken by Punjab Roadways (PR) with its Headquarters at Chandigarh.
- ii) Operations from Pakistan side will be undertaken by Pakistan Tourism Development Corporation (PTDC) with its Headquarters at Islamabad.

2. Days of Operations

Both the services may start from origin (i.e. Lahore & Amritsar) at 0900 hrs. The days of operation could be as follows:

Service by Pakistan Bus (PTDC)

Day 1 (Friday) Lahore-Amritsar
Day 2 (Saturday) Amritsar-Lahore

Service by Indian Bus (PR)

Day 1 (Tuesday) Amritsar-Lahore
Day 2 (Wednesday) Lahore-Amritsar

3. Routes /Halts and starting /terminating points from Amritsar to Lahore and vice – versa.

- (i) Starting from International Bus Terminal, Youth Hostel, G.T. Road, Amritsar, India and terminating at 66-D/1, Gulberg III, Lahore, Pakistan with a halt at Attari/ Wagah.
- (ii) Starting from 66-D/1 Gulberg–III, Lahore, Pakistan and terminating at International Bus Terminal, Youth Hostel, G. T. Road, Amritsar, India with a halt at Wagah /Attari
- (iii) Any change in the starting/terminating points, route and halts including service areas in sub para (i) & (ii) in the territory of one party shall be notified to the other party one month in advance.

- (iv) The passengers en-route will be allowed to disembark at the above referred halts and their movement will be restricted to service area of such halts.

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

- i) In the event of unscheduled halt on account of unforeseen circumstances and break-down of the transport vehicle, the local competent authority as may be designated by the respective Parties shall be immediately informed by the crew for transit arrangement of passengers and crew.
- ii) In the event of break-down of a transport vehicle en-route alternate arrangements shall be made by the operator of the country where the break-down has taken place to complete the journey to the destination.

5. Medical Facilities.

Every transport 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 / the State Government of Punjab in India and the Government of Pakistan / the Provincial Government of Punjab in Pakistan shall make available the requisite medical facilities, which fall nearest along the route and duly pre-identified.

6. Insurance

The vehicle to be operated shall be insured with National Insurance Company Ltd. of Pakistan or the Oriental Insurance Company Ltd. of India as the case may be against passenger, third party and comprehensive loss to be valid for both countries.

7. Issuance of Permits.

- i) The permit to Indian operator will be issued by State Transport Authority (STA), Punjab at Chandigarh to be countersigned by the competent authority of Pakistan.
- ii) The permit to Pakistani operator will be issued by the Ministry of Communications and will be countersigned by the competent authority of India.

8. Travel Documents for Bus Crew

- i) Bus crew both from India and Pakistan shall travel on the basis of valid passports and multiple entry visas.
- ii) Bus crew both from India and Pakistan will be exempted from the requirement of reporting to the Police on arrival and departure.

9. Passenger Manifest

Each transport vehicle will carry a passenger manifest authenticated by a senior officer of the operator (namely Punjab Roadways or Pakistan Tourism Development Corporation as the case may be). Copies of passenger manifest will be handed over to the immigration and custom authorities at the borders of both the countries.

10. Fare and Ticketing

Both the operators, namely, Punjab Roadways and Pakistan Tourism Development Corporation may after mutual consultation, fix and modify the fares without reference to their respective Governments.

The one way fare shall be Rs 900 per passenger in Pakistan currency and Rs 750 per passenger, in Indian currency. However, it is subject to modification after mutual consultation, if the need arises. The fare structure will be as follows:

Children upto 2 years	Free (no entitlement of seat).
2 years and above but below 12 years	2/3 rd of the actual fare with entitlement of seat.
Above 12 years	Full fare.

Tickets will be issued only to those having valid travel documents. Ticketing / Reservation may be done by the operators directly.

To begin with, the Punjab Roadways will act as ticketing agent for India from Amritsar to Lahore and PTDC will act as ticketing agent for Pakistan from Lahore to Amritsar.

11. Reservation for return journey

The two operators, through mutual agreement, may reserve seats up to six numbers in each transport vehicle for issue of confirmed return ticket on both sides.

12. Baggage

Free baggage will be restricted to one suitcase weighing upto 20 kgs and one hand-bag per ticketed passenger. However, in case of a baby passenger not requiring ticket, the baby will be entitled to a hand-bag / basket only.

The dimension / weight of suitcase and hand-bag may be decided by mutual consultation by the two operators.

Additional baggage may be allowed by the two operators after mutual consultation. The weight of additional baggage and the rate thereof may also be decided in the same manner.

13. Tax and Fees.

This service will be exempted from all taxes and fees, except those as provided in the Agreement and this Protocol.

14. Security Personnel

- i) For the journey between Lahore-Wagha / Wagah-Lahore one Pakistani authorized security person will be on board throughout the journey. For the journey between Amritsar- Wagah / Wagah-Amritsar one Indian authorized security person will be on board throughout the journey.
- ii) There shall be a Liaison Officer in each transport vehicle operating under the Agreement and this Protocol. The Liaison Officer shall be treated as the senior member of the crew.

15. Crew Stay

The arrangements for overnight halt for Pakistani bus crew will be made by the Indian operator (Punjab Roadways) in consultation with police / security agencies in suitable place for which expenses will be borne by the Pakistani operator. The reciprocal arrangements for the Indian bus crew will be made by the Pakistani operator on similar terms.

16 This Protocol may be amended or modified at any time through mutual consent of the Parties to the Agreement. However, timings and days may be changed through mutual consent of the operators, after consultation with the respective Governments.

17 Signed at Lahore on 21st December 2005 in three originals each in English, Hindi and Urdu languages, all texts being equally authentic. In case of discrepancy in the text or difference in interpretation, the English text shall prevail.

Saroj Kumar Dash
(Saroj Kumar Dash)
Joint Secretary
(For the Government of the
Republic of India)

Mohammad Abbas
(Mohammad Abbas)
Additional Secretary
(For the Government of the
Islamic Republic of Pakistan)