

A G R E E M E N T

ON BILATERAL ROAD TRANSPORTATION OF GOODS
BETWEEN
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN
AND
THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN

Preamble

The Government of the Islamic Republic of Pakistan and the Government of the Islamic Republic of Iran hereinafter called as the Contracting Parties, being desirous to facilitate the transportation of goods by road between the two countries, have agreed as follows:

Article 1

Area of Performance

The provisions of this Agreement shall apply to the transportation of goods between the two countries by means of vehicles registered, in the territory of either Contracting Party, when the point of origin of the transport route is located in the territory of one Contracting Party and its destination lies in the territory of the other Contracting Party.

Article 2

Definitions

1. The term "carrier" means a physical or a juridical person residing in Pakistan or in Iran who is authorised by the laws in force in the respective countries, to effect transportation of goods by road between the two countries.

2. The term "vehicle" is defined as the means of transport especially built for roads, with mechanical propulsion and, should the case arise, its trailer or semi-trailer which is designed for the transportation of goods.

Article 3

Transportation of goods

1. A carrier authorised to carry goods according to the laws and regulations of one Contracting Party shall be permitted to perform transport operation with respect to only those goods which are of origin of either Contracting Party between any agreed point in the territory of one Contracting Party and any agreed point in the territory of the other Contracting Party.

2. When the vehicle is with a trailer or a semi-trailer, national registration shall be required only for the tractive unit.

Article 4



Prohibition of Internal Transportation

The provisions of this Agreement shall not permit the carriers of either Contracting Party to carry goods, within the territory of the other Contracting Party from one point to another point within the same territory.

Article 5

Appointment of Transport Representative

On the basis of reciprocity and in order to facilitate the transportation of goods, each Contracting Party, subject to its national laws and regulations, shall grant authorization to the introduced transport company of other Contracting Party, to appoint representative in its own territory at the final destination of goods as mentioned in paragraph 1 of Article 7.



Article 6

Exemption from Transport Taxes and Charges

The vehicles registered in the territory of one of the Contracting Parties, used for transportation of goods, in the territory of the other Contracting Party, are exempted, on a reciprocal basis, from all charges and taxes which are levied on foreign vehicles in the territory of the other Contracting Party.

Article 7

Customs Formalities

The procedure for the customs formalities under this Agreement shall be as follows:

1. The transportation route of the goods from Pakistan to Iran will be:

72 Post-Mirjaveh - Zahedan

~~The transportation route of the goods from Iran to~~
Pakistan will be:

72 Post-Taftan - Quetta

If necessary, further places of destination besides those mentioned, will be agreed by the competent authorities.

2. The vehicles used for the transportation of goods should conform to the following conditions:

(a) So far as possible, the vehicle carrying the goods should be in the shape of a container;

(b) The goods which can not be transported by means of containers will be transported by open vehicles provided these are completely covered by tarpaulin tied up by ropes or wires without being knotted and sealed so that the goods are not pilfered.

3. The drivers of the vehicles should hold the citizenship of the either Contracting Parties and should be in possession of an International Driving Licence valid for the type of the vehicle being driven.

4. The vehicles covered by International Transit Permit (Triptique - Carnet de - Passage) will be allowed entry temporarily without guarantee.

The vehicles without such permits will be operated as follows:

(a) If the vehicles belong to the transport company introduced by either Contracting Party, a written guarantee from the said company will be acceptable for providing temporary entry. In case the introduced transport company does not obey the obligations each Contracting Party according to laws and regulations in force, shall pay the amount of the guarantee of the introduced company for vehicles;

(b) the vehicles not belonging to the introduced transport company, will be subjected to guarantee as per rules and regulations in force in the territories of the Contracting Parties.

5. The fuel in the standard tank of the vehicles and the engine oil shall be exempt from the payment of customs duties and taxes. The standard tank means the tank installed by the manufacturer on the similar vehicles.

6. The usual spare parts and accessories imported with the vehicles will be registered in the permit of the vehicle and will be admitted temporarily without payment of customs duties and taxes and would become exempt from such duties and taxes if used as replacement during the course of the journey subject to the condition that the parts so replaced will either be re-exported or placed at the free disposal of the customs authorities of the

other Contracting Party or destroyed in the presence of customs authorities.

7. The transit of goods from the first point of entry to the final destination as mentioned in paragraph 1 of this article, shall be covered by a cash or bank guarantee equivalent to the amount of customs duties and taxes according to the laws and regulations in force in the territory of either Contracting Parties.

8. At the time of the entry of vehicles in the territory of either Contracting Party, if all the seals as mentioned in the manifest are found intact, untouched, and the contents are not objectionable or any report against them is not received and weights and contents of the packages are found to be the same, such vehicles and goods will be resealed after basic check up.

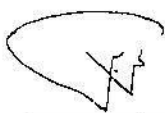

9. Any violations in respect of transportation of goods in the territory of either Contracting Parties shall be dealt with according to the laws and regulations in force in that territory.

10. In case customs authorities of either Contracting Party provide facilities in addition to those already specified, these will be executed without prejudice to this Agreement. The Contracting Parties will, however, inform each other of any such facilities.

Article 8

Weights and Dimensions of the Vehicles

1. In the case of weights and dimensions of road vehicles, provided for, by the laws and regulations of either Contracting Party, the vehicle which is registered in the territory of the other Contracting Party, shall not be under more rigid regulations than the vehicle registered in its own territory.



2. In case the weights and dimensions of road vehicles exceed the maximum limits permitted in the territory of either Contracting Party, the vehicle shall require special authorization from the competent authority concerned.

Article 9

Fiscal Provision

All payments under this Agreement which are covered by the existing Banking and Payments Arrangements between the State Bank of Pakistan and Bank Markazi of the Islamic Republic of Iran, will be settled under the said Arrangements.

Article 10

Violations

1. The competent authorities of the Contracting Parties shall be responsible for the observance of the provisions of this Agreement by the carriers.
- ~~2. The competent authority of the Contracting Party where the vehicle has been registered shall, in case its carriers and drivers of vehicles, while in the territory of the other Contracting Party, infringe the regulations of this Agreement or the laws and regulations of traffic and transportation which are in force in that territory, take the following steps as and when requested by the competent authority of the latter Contracting Party:~~
 - (a) Issue warning;
 - (b) Prohibition of permission either temporarily, partly or permanently, to effect transportation of goods in the territory of the Contracting Party where the infringement has taken place.
3. The competent authority of one Contracting Party shall notify the competent authority of the other Contracting Party of the measures taken, as stipulated in paragraph 2 of this Article.

4. Regardless of the sanctions applied in accordance with the provisions of paragraph 2 of this Article, the competent legal authorities of the Contracting Party whose laws or regulations were offended, may apply other sanctions provided for by its national laws and regulations in force.

Article 11

Application of National Legislation

For all matters which are not regulated by this Agreement, carriers and drivers of vehicles of one Contracting Party are bound to respect the laws and regulations of the other Contracting Party while they are driving in the territory of the latter.

Article 12

Competent Authorities

Competent authorities designated for the implementation of this Agreement shall be as follows:

In case of the Government of the Islamic Republic of Pakistan;

The Ministry of Communications, Islamabad.

In case of the Government of the Islamic Republic of Iran;

The Ministry of Roads and Transport, Tehran.

The said authorities shall communicate with each other through diplomatic channels.

Article 13

Joint Commission

1. The Competent authorities of the Contracting Parties shall set up a Joint commission consisting of their representatives to regulate all questions regarding the implementation and application of this Agreement.

2. The said Commission shall meet alternately at Islamabad and Tehran at least once in a year or any time at the request of either Contracting Parties.

Article 14

Entry into force and Duration of Validity

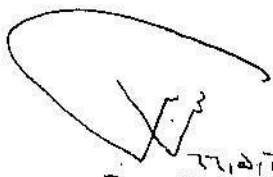
1. This Agreement shall enter into force, thirty days after the Contracting Parties have notified each other in writing, through diplomatic channels, that they have complied with the constitutional requirements for the entry into force of this Agreement.

2. This Agreement is valid for a period of two years, thereafter it shall remain in force subject to the right of either Contracting Party to give to the other Contracting Party, at any time, a six months written notice of termination.

Done in Islamabad on 28th day of July, 1987 in accordance to 6th day of Mordad, 1366, in one preamble and fourteen articles in two original copies in English and Farsi languages, both texts being equally authentic. In case of divergent interpretation the English text shall prevail.



For the
Government of the Islamic
Republic of Pakistan



For the
Government of the Islamic
Republic of Iran

IN THE NAME OF GOD

THE COMPASSIONATE THE MERCIFUL

PROTOCOL ON THE AMENDMENT OF AGREEMENT ON BILATERAL ROAD TRANSPORTATION OF GOODS BETWEEN THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF IRAN AND THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

PREAMBLE

The Government of the Islamic Republic of Iran and the Government of the Islamic Republic of Pakistan, with the aim of facilitating and further development of cooperation in road transport of goods and passengers between two countries have agreed as follows :

ARTICLE 1

1. Passenger transport operations by passenger vehicles and under custody of the carriers of either Contracting Party from/to the territory of the other Contracting Party are subject to an authorization which should be obtained in accordance with the National Laws and Regulations from the competent authorities of the other Contracting Party.

2. The term "Carrier" means any physical or juridical person residing in Iran or Pakistan who is licensed in accordance with the respective National Laws and Regulations to perform transport of passengers by road.

3. The term "Passenger Vehicle" is any mechanically self propelled road vehicle, either simple or articulated, which is constructed to carry more than 20 persons including the driver and registered in the territory of either of the Contracting Parties.

ARTICLE 2

All facilities provided in the Agreement on Bilateral Road Transportation of Goods are applicable to operation of passenger transport under the conditions stipulated in Article (1) above.

ARTICLE 3

ENTRY INTO FORCE AND DURATION OF VALIDITY

This protocol as inseparable part of the Agreement on Bilateral Road Transportation of Goods shall enter into force thirty days after the Contracting Parties have notified each other in writing through diplomatic channels that they have complied with the constitutional Requirements for the entry into force of this protocol.

Done in Tehran on 1371/08/03 (25th October, 1992) in one preamble and three articles in two original copies in Farsi and English Languages, both texts being equally authentic, in case of divergent interpretation the English Text shall prevail.

Sd/-
For the Government of the
Islamic Republic of
Iran.

Sd/-
For the Government of the
Islamic Republic of
Pakistan.