BILATERAL ROAD TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF ISLAMIC REPUBLIC OF PAKISTAN

AND

THE GOVERNMENT OF THE REPUBLIC OF TURKEY

The Government of the Islamic Republic of Pakistan and
The Government of the Republic of Turkey (hereinafter referred to individually as a “Contracting Party” and collectively as “the Contracting Parties”)

Being desirous to facilitate transportation of passengers and goods by road between the two countries: as well as in transit through their territories,

Have agreed as follows:

Article 1
Scope of Application

The provisions of this Agreement shall apply to the International carriage of passengers and goods by road, to or from the territory of one Contracting Party and in transit through the territory of the other Contracting Party, by using vehicles registered in the territory of the former Contracting Party.

Article 2
Definitions

For the purposes of this Agreement:

The term “Carrier” means any physical or juridical person authorized to carry passengers and goods in conformity with the laws, regulations and rules of the Contracting Parties.

The term “Vehicle” means

(i) Any power driven road vehicle built either for carriage of passengers more than eight excluding the driver or goods or towing such vehicles, or

(ii) A combination comprising a vehicle as defined above and a trailer or a semi-trailer, built for the carriage of passengers or goods connected to it.

The term “Permit” means the permits issued for a road vehicle registered in one of the Contracting Parties by the other Contracting Party to permit the vehicle to enter and leave or travel through territory of the latter as well as “the other permits” provided for by the present Agreement.
The term “Quota” means the number of permits issued annually by the competent authorities of the each Contracting Party.

The term “Regular Bus Service” means the carriage of passengers between the territory of the two Contracting Parties on a prescribed route in accordance with national schedules and tariffs.

The term “Regional Transit Bus Service” a regular bus service beginning in the territory of one Contracting Party, crossing the territory of the other Contracting Party without leaving or taking passengers and terminating in the territory of a third country.

The term “Schedule Service” means an organized International transport of passengers previously grouped in accordance with their length of stay from one and the same point of departure to one and same point of destination and their return to the point of departure at the end of pre-scheduled period (passengers travelling in group are all required to return in the same group, the first return journey from and the last journey to the point of destination will be without passengers).

The Term “Closed-door Service (tourist Transport)” means International carriage of one and the same group of passengers in one and the same vehicle in a tour, starting from a point in the territory of one of the Contracting Parties where the vehicle is registered and terminating in the same Contracting Party without taking or leaving passengers.

The term “Transit Transport” means carriage of passengers and goods through the territory of one Contracting Party between point of departure and destination located outside the territory of that Contracting Party.

Article 3
General Provisions

Each Contracting Party, in conformity with the provisions of this Agreement shall recognize the right of transit in respect of passengers, their personal goods, commercial goods and vehicles of the other Contracting Party over the routes to be determined by the competent authorities of each Contracting Party.

Article 4

Subject to its national legislation, each Contracting Party shall, open request, issue authorization to the other Contracting Party to establish offices and/or to appoint representatives and/or agencies in the territory of its territory at places to be mutually agreed upon by the Contracting Parties.

A carrier shall not act as a travel agency in the territory of the other Contracting Party.

Article 5

Either Contracting Party shall not levy any import or export tax or charge (including customs tax) on vehicles of the other Contracting Party which are in transit in its territory other than.
the charges for using road network infrastructure (road and bridge tolls);

(b) the charges to meet the expenses relating to the maintenance, protection and administration of roads and transport; and

(c) charges, if weight, dimensions or load of the vehicle exceed the prescribed limits in the national legislation of the Contracting Party.

The authorized carriage in transit through the territories of the Contracting Parties may be exempted on reciprocal basis from the charges stipulated in paragraph (b) above.

Article 6

In case, carriers and drivers of one Contracting Party offend the regulations of traffic and transportation rules while in the territory of the other Contracting Party, the competent authorities of the latter Contracting Party shall inform the competent authorities of the former Contracting Party.

The competent authorities of the latter Contracting Party shall notify the competent authorities of the former Contracting Party of the measures taken regarding the offences indicated in the first paragraph of this Article.

Article 7

A Joint Commission consisting of representatives of the Contracting Parties shall be formed. The terms of reference of the Joint Commission are to:-

(a) supervise the proper implementation of this Agreement;

(b) determine the form, time and ways of exchange of permits;

(c) study and make proposals for the solution of problems not settled directly between the competent authorities referred to in Article 24 of this Agreement;

(d) review all other relevant issues that fall within the scope of this Agreement and make recommendations thereof for settlement; and

(e) consider any other matters to be mutually agreed upon relating to transportation.

The Joint Commission shall meet when required at the request of a Contracting Party alternately in Turkey and Pakistan.

The Joint Commission may recommend amendments in this Agreement and submit the same to the competent authorities of the Contracting Parties for approval.
Article 8

The vehicles registered in the territory of a Contracting Party shall not carry passengers and goods between any two points within the territory of the other Contracting Party, unless a special permit from the competent authority of the other Contracting Party is obtained. A carrier from one Contracting Party shall not carry passengers and goods from the territory of other Contracting Party to third countries.

Article 9

An unloaded vehicle registered in a Contracting Party shall not enter the territory of the other Contracting Party to collect passengers and goods to its country or to a third country unless a special permit is issued for this purpose.

Article 10
Carriage of Passengers

A carrier of a Contracting Party shall operate a regular service to or a regular transit service through the territory of the other Contracting Party by obtaining a yearly permit in advance from the competent authority of the other Contracting Party.

Article 11

The closed-door (tourist transportation) service, full out going and empty returns and shuttle service to be performed by a vehicle registered in the territory of the country of a Contracting Party to or from the territory of the country of the other Contracting Party shall not be subject to the condition of obtaining permit.

Article 12
Carriage of Goods

The carriage of goods between and transit through the territories of the countries of the Contracting Parties shall be subject to prior permit based on quota except the cases defined below conforming to import regime of the Contracting Parties:

(a) carriage of deceased (especially by vehicle designed for this purpose);

(b) carriage of decorative articles for theatrical performances;

(c) carriage of goods, equipment and animals needed for musical performances and cinema circus and folkloric shows, sports activities and recording of TV and radio programme;

(d) carriage of works of art;

(e) carriage of animals other than those for slaughtering;

(f) carriage of damaged vehicles or vehicles out of operation;
(g) postal carriage;
(h) occasional carriage of goods to or from airports as a result of change in flight itineraries;
(i) carriage of aid material in case of natural disasters;
(j) carriage of material for fairs and exhibitions; and
(k) other cases to be mutually agreed upon by the Joint Commission.

Article 13

Permits shall be valid for a maximum period of one year. The permits for the next year will be exchanged in November of every year. Additional permits may also be exchanged with mutual agreement wherever needed to meet the requirements of the Contracting Parties.

A permit shall be valid for one vehicle for a single to/from journey between and/or through the territories of the countries of the Contracting Parties and shall be valid for the period for which it is issued. The permit shall not be transferable.

Article 14

A vehicle registered in the country of a Contracting Party may collect return load to that country after delivery of goods in the country of the other Contracting Party.

Article 15

The carriage of arms, ammunitions and military equipment and explosives between the Contracting Parties or transit through the territories of the Contracting Party shall be subject to a special permit obtained for this purpose.

The passage of goods prohibited from the entry in the territories of the countries of the Contracting Parties for human, animal, plant and sanitary purposes shall also be excluded from the right of transit.

Article 16

Miscellaneous Provisions

The Contracting Parties shall take all measures, which they deem necessary, in order to facilitate, simplify and accelerate to the maximum, the customs and other formalities related to carriage of passengers and goods. The Contracting Parties also agree to use their good offices to impress upon the neighboring countries or countries in transit to facilitate movement and to remove any unforeseen hindrance.
Article 17

The international transport of goods in accordance with this Agreement shall be subject to the requirements of national laws and regulations of the Contracting Parties.

A vehicle performing international transport by road shall hold the necessary international documents ("tryptique") or carnet de passage") and/or other documents required by the national laws and regulations.

Article 18

Fuel in the standard fuel tanks of vehicles shall be exempted from customs duties and all other taxes and duties. The standard fuel tank is a tank provided by the manufacturers of vehicles. Vehicles having extra fuel tanks would be dealt with rules and regulations of the Contracting Parties.

Article 19

A spare part which has been replaced shall either be re-exported or destroyed under the supervision of the customs authorities or shall be delivered to these authorities.

Import of spare parts shall be subject to the national laws and regulations.

Article 20

(a) A third-party liability insurance complying with the laws and regulations in force in the countries of the Contracting Parties shall be applied to a vehicle used in international carriage of passengers, baggage and/or goods between and/or in transit through the territories of the countries of the Contracting Parties.

(b) Any kind of insurance complying with the laws and regulations in force in the country of the Contracting Party, in which the vehicle is registered, shall be applied to passengers, baggage and/or goods, against damages they will have during the carriage.

Article 21

The payments between the Contracting Parties concerning transport and transit operations shall be made in convertible currency to be accepted by the authorized banks of the Contracting Parties in accordance with currency laws, rules and regulations in force in the Contracting Parties.

Article 22

In cases of accidents, breakdowns or breaches of national laws of countries of the Contracting Parties, the competent authorities of the Contracting Party in the territory of whose country such an incident occurs, shall provide the other Contracting Party with reports and results of the inquiry and other necessary information.
Article 23

Carriers and crew of the vehicles registered in the country of a Contracting Party shall comply with the laws, rules and regulations governing the road traffic in the country of the other Contracting Party.

Any other matters pertaining to transportation which are not covered by this Agreement shall be subject to national legislations of the Contracting Parties.

Article 24

The competent authorities, who are responsible for the implementation of this Agreement, are:

a) In Turkey:
   Ulastrirma Bakanligi
   Kara Ulastrirmasi General Mudurlugu
   EMEK/ANKARA

b) In Pakistan:
   Ministry of Communication of
   The Government of Pakistan
   Islamabad.

Article 25

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

Article 26

This Agreement shall enter into force on the date of exchange of notes that requirements in accordance with the national legislations of the Contracting Parties have been compiled with and shall remain in force for a period of one year.

This Agreement shall be automatically renewed for periods of one year, unless either Contracting Party expresses its wish in writing to the other Contracting Party to terminate it, at least three months prior to the date of expiry.

Done and signed in two original copies in English, in Islamabad, on June 15, 2003.

H.E. Binali Yildirim
Minister of Transport
Government of the
Republic of Turkey

Ahmad Ali
Minister for Communications
Government of the
Islamic Republic of Pakistan