

**AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT  
OF INDIA AND THE GOVERNMENT OF  
THE PEOPLE'S REPUBLIC OF  
BANGLADESH ON RUNNING  
POWER FOR RAILWAYS  
New Delhi, 27 September 1977**

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This Agreement made on the 27th day of September 1977 between the President of People's Republic of Bangladesh, acting through the Bangladesh Railway Administration (hereinafter) called the Bangladesh Railway on the one part and the President of Indian Union, acting through the Chairman, Railway Board on the other part to exercise Running Powers for running through passenger, goods and special trains between Bangladesh and India.

I. DEFINITION

In this Agreement unless there is something repugnant in the subjects or context the following expressions shall have the following meanings :

- (a) The expression 'Using Railway' means the Railway exercising Running Powers and the expression 'Owning Railway' means the Railway which owns the section or sections over which the Running powers are exercised.
- (b) The expression 'Running Power' denotes the right of the Using Railway to run its through trains between Bangladesh and India with or without engine, engine-crews and guards on the section of the 'Owning Railway' specified in Annexure 'A'<sup>2</sup>. The using Railway will have the right to use all stations, station roads, station rooms, platforms, sidings, junctions, turn-tables, points, water columns, engine sheds and conveniences of and connected with the running power sections.
- (c) The term 'Boundary' means the place where the Railway

1. Came into force on 1 January 1972.  
2. Not printed.

track crosses the boundary between the People's Republic of Bangladesh and the Republic of India.

- (d) The expression 'Local traffic' of the Indian/Bangladesh Railway means all traffic originating and terminating at stations situated within the jurisdiction of the railways in India or Bangladesh provided such traffic does not pass over any portion belonging to Bangladesh or Indian Railways.
- (e) (i) The expression 'Coaching traffic' shall mean passenger, parcel and luggage traffic and such other traffic as is carried at coaching rates.  
(ii) The expression 'Goods traffic' shall mean such traffic as is carried at Goods rates.
- (f) The term 'through or interchanged traffic' means all traffic crossing the boundary between the Indian and Bangladesh Railway.
- (g) The term 'Running Staff' means drivers, firemen, guards, brakemen and all other staff employed from time to time in the actual working of trains.
- (h) The term 'train' means an engine with or without vehicles attached.
- (i) The term 'Running Power Sections' means sections over which Indian Railways or Bangladesh Railways will exercise running powers.
- (j) Earnings means and include the earnings from all coaching and goods traffic and from telegrams and other sundries attributable to running power sections.
- (k) The term 'Rules' with reference to the context of the agreement denotes : Fundamental Subsidiary Rules for Interchange of traffic between India and Bangladesh for all transactions from 1.1.1972 onwards and nothing contained in this agreement will be treated as having either superseded or modified the provisions in these rules.

## II. GENERAL PRINCIPLES

The Agreement is based on the following principles and is to be interpreted in accordance therewith.

- (a) That, subject to any exceptions that may be specified each railways shall be solely responsible for administrative control, maintenance and provisions of necessary facilities on the

section falling under its jurisdiction. The staff of one railway while working in the limits of the other railway will observe Rules and Regulations of the latter railway.

- (b) That to enable the staff of the 'Using Railway' while working trains within the limits of the 'Owning Railway' to observe the rules and regulations of the latter Railway, the 'Owning Railway' will advise the 'Using Railway' of the rules and general principles of the system of train working, interlocking, signalling rules and any other matter concerned with train working, etc. so that the 'Using Railway' may train and instruct its staff suitably. The 'Owning Railway' shall for this purpose also keep the 'Using Railway' fully posted, well in advance, with any alternation or correction to the aforesaid rules and principles. The 'Owning Railway' will give timely notice of all restrictions, precautions and other formalities that may be required to be observed by the staff of the 'Using Railway' while working trains on the sections of the 'Owning Railway'.
- (c) That each railway shall adequately remunerate the other for the facilities afforded and the services rendered in respect of the exercise of running powers, provision for which has been made in this Agreement.
- (d) That the timings of the Running Power trains shall be fixed by the Railways by mutual consultation. Indian standard time for arrival and the departure from stations on the Indian Railways and Bangladesh standard time for arrival at and departure from stations on the Bangladesh Railway will be observed with a suitable note to that effect in the Time Tables of the respective Railways.

### III. DURATION OF AGREEMENT & NOTICE OF TERMINATION

The agreement shall be held to have come into force on and from 1.1.1972 or such subsequent date as may be fixed for the exercise of the Running Power by the Bangladesh Railway under this Agreement and (until otherwise mutually agreed upon) shall continue thereafter for a period of one year or till the expiry of 6 (six) months notice given by either Party at any time. For making any change in the Agreement either Party will give 3 (three) months notice of its intention to revise the Agreement or part thereof and also submit a draft with the notice. If both the Parties give their assent for the proposed revision, the change will come into force on the expiry of period of the notice or earlier if mutually agreed to. In case, no agreement is

reached between the Parties, either Party may intimate in writing that the notice of revision should be treated as a notice of cancellation of the Agreement.

#### IV. FORMS AND RETURNS

Each Railway shall provide all tickets, books and forms required in connection with booking and delivery of all traffic, both local and foreign on the section owned by it.

#### V. ACCOUNTS

The 'owning railway' will furnish the 'Using Railway' monthly return by the 15th of the following month on the basis of using railway's guards daily report of train miles run as well as shunting hours performed by the using railway engines for raising debits against the 'Owning Railway'. The Guard of the using railway will submit daily report for the train miles run and shunting hours performed by the engine to both 'Owning' and 'Using Railway'. In case the return for any month is not received by the 'Using Railway' for any period, the debit will be raised by 'Using Railway' on the basis of guard's reports which will be accepted by the 'Owning Railway'.

#### VI. RATES & FARES

The rates and fares chargeable over the running power sections will be the rates and fares in force over the 'Owning Railway' as notified by the 'Owning Railway' from time to time.

#### VII. CLAIMS FOR COMPENSATION AND REFUNDS

- (a) The 'Owning Railway' shall deal with and dispose of all claims for refund on its portion of freight and fares.
- (b) The 'Owning Railway' shall deal with and dispose of all claims for compensation on the running power sections and liability will be fixed as per the rules in force from time to time.

#### VIII. TERMINAL FACILITIES

The running and Inspecting staff of the Bangladesh Railway and of Indian Railways shall be allowed the use of the Running Rooms or Rest Houses when on duty, free of all charges with the exception of meeting charges.

#### IX. MISCELLANEOUS ITEMS

- (a) Unclaimed goods and parcels if not connected with booking particulars by the railway from which received will be disposed of according to the rules obtaining on the 'Owning Railway'.

- (b) Earnings on the entire traffic pertaining to the sections owned by each railway shall be retained by the railway concerned.
- (c) All wharfage and demurrage charges recovered on the running power sections shall be credited to the 'Owning Railway'.
- (d) Telegraph earnings shall be credited to the 'Owning Railway'.

#### X. DISCRIMINATION

- (a) The Railway owning the section shall pay to the Railway exercising the running power, running charges/shunting charges at the rates calculated, per engine hour or part thereof for the engine of the type being utilised; taking into account the following elements of costs :
  - (1) Coal/Fuel/Electric Current/Diesel Oil per hour.
  - (2) Water.
  - (3) Oil, Tallow, Lubricants and other stores.
  - (4) Engine crew, Loco Administration.
  - (5) Running and Workshop repairs.
  - (6) Depreciation and interest charges.
  - (7) Transportation staff.
  - (8) (a) Provident Fund, Gratuity, etc.  
(b) Staff welfare.
  - (9) Incidental charges at 10% of the total of items (1) to (8).

NOTE : The above rates are subject to revision on the First of April every year.

- (b) The period for the loco hire charges will be taken from the time of arrival of the loco at the International border to the arrival back at the International border and the period from the last Indian station to the International border and back shall be excluded. It was decided that from the departure time from the last station on the Indian side an allowance of one hour will be provided for movement upto the International border point as well as for the detention for customs chock, etc. Similarly, for the return journey from overall time, time taken by a loco to travel from the station

in Bangladesh to the first station India, the period of one hour will be sub-tracted.

- (c) In cases of detentions to locomotives within Bangladesh territory due to Indian Railways crews claiming rest or locos undergoing repairs or vice-versa for Bangladesh Locos in Indian Territory, such detentions will be excluded for the purposes of calculations of hire charges from the bills on the basis of authenticated documents.
- (d) Hire charges for goods stock and other coaching vehicles will be realised in accordance with F & S Rules. Passenger stock necessary for the through train services on the running power sections will be provided by the Railway of the two countries in the proportion of the milage run over each other's territory. No hire charges would be leviable on the passenger stock but the interchange records in accordance with the rules will be maintained. If, however, any railway fails to provide coaching stock on through rakes according to its shares as mentioned herein, the other railway providing replacement from its own stock will be entitled to receive hire charges for such replaced stock.
- (e) The above charges do not cover the cost of coal/diesel supplied by one country to the locomotives of the other country. The charges for such coal/diesel when supplied on the written request made by the drivers of the using railway engines will be on the basis of actual cost at the point of supply and will be adjusted through the monetary schedules. The charges for coal/diesel will include the following :
  - (i) Cost of coal(pit=head cost)/Diesel oil.
  - (ii) Freight charges should be on the basis of movement of railway materials based on average distance and the amount which is actually paid by the 'Owning Railway'.
  - (iii) Coal handling (actual for each shed).
  - (iv) Govt. Cross and customs examination at the prevailing rates.
  - (v) Incidental charges 2% to be charged in accordance with State Railway Code.
  - (vi) The transaction should be on 'No Profit basis.'
  - (vii) Surcharge : Heads of charges should be distinctly mentioned. The charges for coal supplied by one country

to the locomotives of the other country on requisitions from the drivers of the using railway engines should be on 'No Profit' basis i.e. the cost of fuel plus actual carriage charges including freight but excluding supervision & surcharges at the point of supply.

(viii) Labour welfare charges.

(ix) Stowing excise duties (at the prevailing rates)

(x) Sales Tax.

- (f) The charges due under the agreement will be adjusted and settled monthly through monetary schedule as per procedure approved by the Government of India and Bangladesh.
- (g) Payment for damages and deficiencies on the rolling stock interchanged and for the examination of the stock etc. will be calculated and recovered as per the rules in force.
- (h) The owning Railway will carry out, free of charge, such essential minor repairs booked by the drivers of the using railway as necessary to make the engines reasonable fit, to return to the home station. Muriatic Acids, grease, oils, asbeetee rope, soaked waste required for such repairs will be supplied free of charges:

NOTE : The "essential minor repairs" referred to in sub-para(h) above are defined as tightening of bolts and nuts and such other minor repairs as will not require a period of more than  $1\frac{1}{2}$  hours in any individual case. The decision of the 'Owning Railway' as regards the items of repairs which fall within this category will be final and binding.

- (i) Full cost of repairs not covered by para (h) above and when executed by the 'Owning Railway' and materials supplied for the same on written request from the drivers of the 'Using Railway' or any other authorised representative of that railway. In order to make the engine reasonably fit to return to its Home Shed in the opinion of the 'Owning Railway' will be worked out by that railway and paid for by the 'Using Railway'.
- (j) The using railway shall provide their lamps, oils, consumables and other stores and materials (excluding coal) etc. which will be necessary for the operation of their engines and trains on the 'Owning Railway'.

**XI ACCIDENTS :**

- (a) The 'Owning Railway' shall be wholly responsible for any loss of life or injury to persons, loss or damage to engine and rolling stock, or any coaching or goods traffic or any other material carried by railway or any other loss or consequences arising out of an accident involving a train, engine or rolling stock or 'Using Railway' exercising running powers on the running power section except when, and to the extent that, the accident is on account of any negligence, misconduct or any other lapse on the part of 'Using Railways' staff or any defect in 'Using Railways' engines or rolling stock.
- (b) Notice of all accidents and damage to or involving the trains, engines or rolling stock of Using Railway exercising running powers on the running power section of the Owning railway and of loss of life or injury to any person or loss or damage to coaching or goods traffic or any other materials being carried by rail arising out of such accidents/damage shall be given to the appropriate officers of the 'Owning and Using Railways' by the station masters of the station where such accident, loss or damage takes place or of the station adjacent to the place of such accident loss or damage or by any other person duly authorised in that behalf as soon as possible after receipt of information in regard to the accident, loss, damage, etc.
- (c) In the event of the owning railways line or stations being obstructed by a disabled train of the using railway, from whatever cause arising, it shall be the duty of the owning railway staff to clear the line and the expenditure incurred will be recovered from the 'Using Railway' if and to the extent that the using railway is held responsible for the cause of the obstruction of the owning railways line.
- (d) In all cases of accidents where running power trains met with an accident on the running power section or any staff working such trains violating rules, a joint enquiry should be arranged by 'Owning Railway' and at this a representative of the 'Using Railway' should also be called. It will be the responsibility of the using railway to arrange for the presence of the staff of its railway at the Joint Enquiries.

**XII DUTY PASSES FOR STAFF**

Duty card passes will be granted by the owning railway to the Inspecting Staff of the using railway over the sections over which the



latter exercises running powers and also to the train staff, including those proceeding and returning spare. The number of passes to be issued will be decided by mutual agreement between the railways concerned in the two countries and passes will be issued by the officer of the respective General Manager/Chairman of the Railways in the two countries in accordance with the rules in force on the respective railways.

XIII. Subject as otherwise provided in this Agreement all notices to be given on behalf of the President of the People's Republic of Bangladesh/President of India and all other actions to be taken on his behalf may be given or taken on his behalf by \_\_\_\_\_

XIV. SETTLEMENT OF DISPUTE

In case of any difference of opinion between the two Railways in regard to the interpretation and effect of this Agreement, the Railway in each country would report the matter to his respective Government and the matter will be settled by a special committee to be set up by the two Governments.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

*Sd/-*

For the Government of India

*Sd/-*

For the Government of Bangladesh

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