

craft plying on the waterway, vessel running aground, IWAI will arrange necessary help by diverting its nearest vessel for assistance. Nature of assistance to be provided to the stricken vessel will be decided by Director, IWAI depending upon resources available under his command and / or which can be readily arranged.

- 13.4 In case of IWAI vessels being deployed, actual charges for fuel and lubricants of vessels deployed by IWAI will be borne by the Operator and paid within seven days of the bill being raised by Director or his nominee. Director or his nominee shall raise the bill within three days of the assistance being rendered.
- 13.5 In case assistance is arranged from any outside agency, all charges shall be borne by the Operator and IWAI will not be liable for making any payment, whatsoever, to the service provider.

## **14 Responsibility of the Operator**

14.1 The Operator shall be responsible for the following:

- (i) Operator may deploy his own vessel or procure/ hire/ construct suitable vessel through other IWT/logistic operator(s) for safe transportation of ODC. Responsibility of arranging suitable vessel for movement as per the LAD guarantee given by IWAI shall be of the Operator.
- (ii) The Operator shall ensure that the vessel fully complies with requirement of Inland Vessels Act, 1917 and has valid fitness certificate and is fully insured. The barges /vessels deployed by the operator must have sufficient power through at least twin screw propulsion to attain a minimum cruising speed of 6-7 km per hour against the current going upstream through the main navigable channel and have suitable size of at least two anchors that can be lowered/hoisted through electrically/diesel engine operated winch system. The Regional Directors office, from where such ODC movement commences, shall make a physical inspection of the crafts/barges/lashing arrangement and issue permission for commencement of voyage subject to the condition that the flotilla satisfies the above conditions.
- (iii) The Operator shall be solely responsible for engagement of trained crew, operation and maintenance of vessel. He shall arrange necessary repair/maintenance of the vessel at his cost.
- (iv) The Operator will be responsible for arranging custom clearance, transit permit and other statutory clearance required for ODC as per Rules in vogue. All statutory clearances shall be arranged by Operator himself or through his authorized representatives.
- (v) Safety of ODC is prime concern and the Operator shall arrange suitable equipments for handling of ODC as per requirement or manufacturer's recommendation at his cost. Transportation of such equipment to loading/ unloading site, its storage, operation shall be arranged by the Operator.

- (vi) The Operator shall start the transportation of ODC from origin station on NWs as per agreed Movement Schedule. He shall also take steps to obtain daily position of his flotilla through mobile phone which has to be made available by him on his vessel during the entire period of the sailing activity.
- (vii) In case of any delay in movement schedule of more than three days, the Operator will have to submit a revised Movement Schedule and obtain the agreement of Director, IWAI of the originating destination and the Operator shall communicate the Revised Movement Schedule to all Nodal Officers and Director of IWAI before commencement of voyage.
- (viii) The Operator will make necessary arrangement for jetty required for safe loading /unloading of ODC on Nws and/or Protocol route.
- (viii) Arrangement for parking of vehicles at origin and destination or in between points shall be made by Operators.
- (ix) The Operator will ensure that no illegal/ banned cargo is transported in the vessels and he will give a written undertaking to this effect as prescribed in Format at Annexure A.
- (x) The Operator shall arrange permit from Govt. of Bangladesh for transit, pilotage in Bangladesh waterways and other assistance required in Bangladesh waterways at his cost in case the movement is on the Indo-Bangladesh Protocol route falling within the territorial jurisdiction of Bangladesh.
- (xi) Any medical assistance, insurance, safety of the ODC or crew of the vessel shall be the responsibility of the Operator.
- (xii) The Operator will have no objection in providing material, photograph etc. to produce and publish promotional material by IWAI.

## **15 Penalty**

- 15.1. In case there is any delay in movement of ODC as per the 'agreed and final Movement Schedule' on account of deficiency in service rendered by IWAI, IWAI will pay a penalty of Rs.10,000 per day to the Operator subject to the condition that, under no circumstances, penalty payable by IWAI shall exceed fifty percent of the amount that has been paid by the Operator as consolidated fee/user charges. The IWAI, in turn, will fix the responsibility of the concerned staff if that be the case.

## **16 Force Majeure**

- 16.1 In case of *Force majeure* such penalty will not be payable. For the purpose of *Force Majeure*, causes which are not under control of IWAI or the Operator will be considered. These may relate to depleted water flow in the river on account of climatic factors like prolonged drought, deficient rainfall, slow melting of snow in the higher reaches which feed the Waterways, reduced visibility due to prolonged fog etc.