



भारतीय अंतर्देशीय जलमार्ग प्राधिकरण

(पोत परिवहन मंत्रालय, भारत सरकार)

मुख्यालय: ए-१३, सेक्टर-१, नॉएडा, (उ.प्र.)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt of India)

Head Office: A-13, Sector-1, Noida-201301, (U.P.)

Website : www.iwai.gov.in | www.iwai.nic.in

Tel : +91-120- 2544036, 2543972, 2527667 Fax: +91-120-2544009, 2544041, 2521764

No. IWAI/Cargo/Covid 19/2019-20

Date: 27-04-2020

Office Memorandum

Sub: Resumption of activities on Inland Waterways -reg.

Ref: Letter of Ministry of Shipping vide F. No.IWT-11011/27/2020-IWT dated 27.04.2020.

I am directed to state that this office Memorandum of even no. dated 30.03.2020 and dated 07.04.2020 suspended the issuance of inward permissions to the vessels for entry in India under Protocol on Inland Water Transit and Trade (PIWT&T) as a precautionary measure to contain the spread of Covid-19.

2. The Ministry of Home Affairs (MHA) vide Office Memorandum no. 40-6/2020-DM-I (A) dated 26.04.2020 clarified that "as per Para 12 (v) of consolidated revised guidelines issued by MHA, operation of cross land Border transportation of essential goods as well as export is already allowed. In so far, SoP is concerned, since MOHFW has conveyed their in- principle approval on SoP, the Ministry of Shipping may issue the SoP at their end."

3. In view of the clarifications issued, by the Ministry of Home Affairs, the permissions for the inward/ outward movement of vessels on PIWT&T may be allowed in accordance with the Standard Operating Procedure annexed which are in addition to the procedure in practice for issuing inward and outward permissions.

This issues with the approval of Competent Authority.

(A.K. Bansal)

Director (Traffic)

Email: akbansal.iwai@nic.in

Phone: 0120-2543931

Encl:

- (i) Standard Operating Procedure for the movement of vessels on Protocol on Inland Water Transit and Trade (PIWTT) approved by Ministry of Health and Family Welfare,

Government of India to contain spread of Covid-19

To

Director, IWAI,
Kolkata/
Director IWAI,
Guwahati

} To allow cross border movement on IBP routes strictly following the "Standard Operating Procedure for the movement of vessels on Protocol on Inland Water Transit and Trade (PIWTT) to contain spread of Covid-19" annexed to this Office Memorandum with immediate effect.

Copy for information (by email):

1. The Secretary to the Govt. of India, Ministry of Shipping, Government of India,
2. The Secretary (Border Management) Ministry of Home Affairs, Govt of India,
3. Special Secretary (logistics), Ministry of Commerce, Govt of India
3. Chief Secretary, Govt of West Bengal
4. Chief Secretary, Govt of Assam
5. The Joint Secretary (BM), Ministry of External Affairs, Govt of India
6. High Commission of India, Dhaka
7. Chief Commissioner, Custom, Custom House,15/1, Strand Road, Kolkata
8. Chairman, Bangladesh Inland Water Transport Authority, Bangladesh
9. DIG, Border Security Force, South Bengal, 2, Lord Sinha Road, Rabindra Sadan, Kolkata
10. Commissioner Custom, 110, Mahatma Gandhi Road, Shillong - 793001, Meghalaya.
11. FRRO, 237, A.J.C Bose Road, Kolkata
12. Chairman, Kolkata Port Trust

Standard Operating Procedure for the movement of vessels on Protocol on Inland Water Transit and Trade (PIWTT) to contain the spread of Covid-19*

1. The vessel operator/ shipping agent shall submit to the Competent Authority (Director, Kolkata or Director, Guwahati as the case may be), a Declaration of Health (DoH) in respect of all crewmen/ persons on board in prescribed form attached.
2. DoH shall be filed along with an undertaking stating that guidelines issued by Govt of India/ respective State Government to contain spread of Covid 19 shall be strictly adhered while the vessel is in Indian Territory.
3. The inward permission shall be granted by the concerned Competent Authority only after verifying all the details. The copy of such permission (s) issued shall be sent to all concerned authorities including the district authorities informing the planned voyage on IBP.
4. On arrival of vessel at the points of entry in India (Hemnagar in West Bengal or Dhubri in Assam), the shipping agent/operator or master shall inform to the Customs, Immigration, BSF and IWAI authorities for the completion of security, immigration, customs and health check-up formalities.
5. No crew member shall be allowed to de-board the vessel for statutory clearances. The concerned authorities fully equipped with Personal Protection Equipment (PPE) shall complete the procedure by boarding the vessel. During the completion of procedure all the guidelines issued by Ministry of Health and Family Welfare (MoHFW) to contain spread of Covid-19 shall be strictly followed.
6. In case requirement of pilot is felt necessary for safe navigation by the competent authority, pilot equipped with PPE only shall be sent to board the vessel who shall strictly observe the norms of social distancing and hygiene and shall avoid taking any food or beverages on board.
7. The health-check up facilities as provided on terminals and loading/ unloading points at Budge-budge, Haldia, Kolkata, Dhubri and Pandu shall continue. The Competent Authority shall ensure their proper functioning and supervision.
8. The Public Health Officers shall be supported for temperature screening for Covid-19 through additional Port Trust Doctors.
9. Similar procedure of clearance of vessels shall be adopted at the time of exit of the vessel from Hemnagar / Dhubri.
10. All the vessel operators/ agents are advised to carry essential provisions, medicine or other items such as soap, sanitizers, masks etc sufficient to meet the requirements of complete voyage (to and fro).
11. The grant of shore leave shall remain suspended till further notice. No vessel crew shall be allowed to disembark the vessel throughout the voyage (including during anchorage, berthing, loading, unloading etc) except in case of medical emergency with the approval of and under supervision of Local Administration. In case of any need of essential items (provisions, water or medicine etc) during the voyage the vessel operator/ agent shall

make the arrangement of delivery of the such items on vessel with due information to District Authorities.

12. In case any crew member appears to have any symptom of Covid-19 infection, the master/ agent/ operator of the vessels shall immediately inform the same to the concerned Competent Authority in India.
13. Even after following above procedure, any crew member(s) found suspected of COVID-19 will necessarily be required to be monitored by the health authorities and put in quarantine, if necessary. The suspected crew member(s) will be dealt with as per the procedures laid down by MoHFW, Govt. of India. Vessels with infected person shall also be sanitized as per the extant protocols for dealing with COVID-19 pandemic.
14. In case of medical emergency, the health authorities shall supervise transport of the patient to the designated hospital as per the procedures laid down by MoHFW, Govt. of India.
15. In the unfortunate incident for a vessel to deal with deceased person suspected of having COVID-19, the guidelines on dead body management issued by MoHFW, Govt. of India will apply.
16. All other procedures and guidelines in place shall remain in operation and shall be complied with at the time of granting inward/ outward permission to the cargo vessels.
17. No inward/ outward permission shall be granted to the cruise/ passenger vessels during this period.

*(*Approved by Ministry of Health and Family Welfare vide DO no. L 21021/13/2020 PH(IH) dated 20.04.2020)*

Declaration by Health of crewmen/ persons on board

I/We, (Name of Vessel Operator/ Shipping Agent) declare that all the crews/ persons as listed below on board the Inland Vessel (name of the vessel) are in good health conditions and that none of them are suspected to have infection of Covid-19.

Sl. No.	Name of the Crew Member	Designation	Identity Card No. / Issuing Authority
1			
2			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10			

Signature of the Vessel Operator/ Shipping Agent along with Seal

Undertaking

I/ We, ----- undertake that all the guidelines issued by Govt of India to contain spread of Covid 19 shall be strictly adhered by all crewmen / persons on board while the vessel is in Indian Territory. In case, the above statement or declaration found to be false, I /We shall be liable for appropriate legal, punitive action as per the various orders issued by Govt of India to contain spread of Novel Corona Virus Covid-19.

Signature of the Vessel Operator/ Shipping Agent along with Seal

Name and Address of the
Vessel Operator/ Shipping
Agent along with phone no.
and email ID :

GUIDELINES FOR CHARTERING IWAI OWNED VESSELS OR LEASED VESSELS

1. Preface

Inland Waterways Authority of India (IWAI) is a statutory body under the Ministry of Shipping, Government of India (GoI). IWAI was set up in 1986 for regulation and development of Inland Waterways for the purposes of shipping and navigation. IWAI is primarily responsible for development, maintenance and regulation of Inland Water Transport (IWT) on the National Waterways (NW) in the country. Presently, there are 111 NWs in the country out of which 5 were existing NWs and 106 new waterways were declared by the GoI in April 2016.

IWT has the potential to provide a cost efficient, economic, reliable, safe and environmental friendly form of transport. When developed for use by modern inland vessels operating on dependable rights of way, it can reduce congestion and investment needs in rail and road infrastructure, promote greater complementarities in the riparian states, enhance intra-regional trade and, through increased economies of scale, significantly reduce overall logistics costs for the benefit of the entire economy and India's global trade competitiveness."

2. Applicability

- a. The guidelines for chartering IWAI owned vessels or leased vessels by shippers, logistic service providers, beneficiary cargo owners or any party meeting the qualification criteria shall be called "Guidelines for chartering IWAI Owned or Leased Vessels".
- b. The Guidelines are for empanelment of interested parties to charter IWAI owned or leased vessels on time charter basis and for selection of the successful time charterer / charterers.
- c. The said guidelines shall be applicable to all Vessels owned by IWAI or Vessels leased by IWAI that have been listed in Schedule- I.

3. Definitions

- a. "Vessels" for the purpose of these guidelines, include all vessels owned by IWAI or vessels leased by IWAI as listed in Schedule-I
- b. **Charter party** refers to a contract in which the legal owner of the vessel agrees to place his vessel or part of it at the disposal of third party, the charterer, for carriage of goods for which he receives a freight per ton cargo, or to lease his vessel for a definite period of trip for which a charter is paid
- c. "Legal Owner" refers to a legal person, who retains the legal title of ownership of the vessel that appears in ship's registration documents
- d. "Charterer" means a legal person who has signed the charter party with IWAI and thus charters a vessel or a part of capacity thereof.
- e. "Party" refers to legal person, who is interested in entering into a charter agreement with IWAI for IWAI owned or leased vessels.
- f. "Shipper" refers to the legal person, who ships or puts cargo onboard the vessel to be carried to another place during her voyage.

- g. **“Logistic Service Provider” (LSP)** refers to a legal person engaged in the business of providing transportation and other logistics services to shipper or the beneficiary cargo owner
- h. **“Beneficiary Cargo Owner” (BCO)** refers to the importer of record who physically takes possession of cargo at destination and does not act as third party in the movement of such goods
- i. **“Voyage”** refers to a vessel’s transit from one place to another.
- j. **“Bunker”** refers to the fuel and lubricating oils, which are stored on ship and used by the vessel for machinery operation only.
- k. **“Competent Authority”** a competent authority in IWAI is any person who has the legally delegated or invested authority, capacity, or power to allocate IWAI owned or leased vessels on nomination basis and to approve rates for pilot movements.
- l. **“Member”** means a member of Authority, the Inland Waterways Authority of India, appointed as per IWAI Inland Waterways Authority Act, 1985.
- m. **“Bareboat Charter”** means an agreement between the legal owner of a ship and the bareboat charterer, pursuant to which the owner transfers (demises) to the bareboat charterer possession of the ship and the right to trade it as he chooses for a specified period, on terms that the bareboat charterer will pay the bareboat charter hire, maintain and insure the ship and indemnify the owner against liabilities incurred by the ship. The contract is effectively a "dry lease" under which the bareboat charterer will employ the crew and be responsible for all Technical Operation and Commercial Operation and Management expenses.
- n. **“Time Charter”** means a contract for services made between the legal owner of the ship and the time charterer, pursuant to which the owner does not transfer possession but promises to operate the ship as ordered by the charterer, for a defined period in exchange for the payment of time charter hire and for bunkers used by the ship. The owner promises to be responsible for crew, maintenance and vessel’s insurance; and the time charterer promises to pay port costs, agency costs and the costs of dealing with the cargo. The overall effect is that for the period of the charter the owner remains responsible for Technical Operation, but transfers to the time charterer the Commercial Management and Operation of the ship.
- o. **“Voyage Charter”** means a contract between the entity who has the right to exploit the earning capacity of the vessel (a bareboat, time or voyage charterer) and a voyage charterer, to carry a particular cargo on a particular ship on a particular voyage for an agreed freight calculated per unit of cargo carried and earned on loading. The voyage charterer also undertakes to pay liquidated damages for detention (demurrage) if loading and/or discharging takes longer than the time agreed (the lay days). The owner retains all the technical operation and commercial operation and management responsibilities (for maintaining and insuring the vessel, employing the crew, and all the costs of the voyage, including bunkers and port charges), and the voyage charterer is responsible for providing the cargo, freight and demurrage. The costs and the risks of loading/unloading also may be assigned to the voyage charterer by specifying in terms and conditions.
- p. **“Pilot movement”** refers to cargo movement on IWAI owned or leased vessel carried out by IWAI for the purpose of assessing the technical, commercial viability on national waterways
- q. **“Sublet”** – means lease or charter the IWAI owned or leased vessels to a third party by the charterer, who has entered a time charter with IWAI for IWAI owned or leased vessels

4. Scope of the guidelines

- a. The guidelines are pertaining to the movement of vessels on waterways in India, in-shore traffic corridor in the permissible coastal area as per the DG Shipping Circular and protocol routes as permitted under the relevant rules and regulations.
- b. The guidelines are applicable only for time charter of the IWAI owned or leased vessels and does not include bareboat charter or voyage charter of IWAI owned or leased vessels.
- c. In case of time charter, the scope between the owner and charterer shall be as per the table below:

Vessel owner	Charterer
Crew	Fuel & lubricants cost towards operation of the vessel
Running repair and Maintenance of the vessel	Port costs & all statutory charges
Insurance of the vessel as Owners	Agency cost Cargo insurance and Charterers Protection and Indemnity Insurance for damage or loss to the vessel.
Survey & Certification	Cost of cargo loading & unloading

- d. The applicable reserve rates for time charter of IWAI owned and leased vessels are provided in schedule II of this document.
- e. The charterer entering into charter party agreement with IWAI is not allowed to sublet the chartered vessel on time charter basis.
- f. At the time of chartering of vessel, a performance security up to 20% of the total charter value, would have to be deposited by the charterer to IWAI, for a time period comprising of the time charter duration and an additional 60 days. The performance security can be provided either in the form of a Demand Draft or in the form of a Bank Guarantee.

5. Procedure for Selection of Time Charterer for Vessels

- a. The interested parties are first required to get themselves empaneled before they can participate in the tender for chartering of IWAI owned or leased vessels.
- b. The allocation of vessels for pilot movement will take precedence over demand for vessels from empaneled parties if the dates are clashing between the pilot movement and the allocation of vessels to empaneled parties.

5.1. Procedure and criteria for empanelment of interested parties

- a. Request for an Expression of Interest for empanelment shall be floated by IWAI.
- b. To respond to the notice, interested parties need to provide details as per the proforma provided in Annexure A, and submit it along with the required supporting documents - in hard copy by-hand/ courier to IWAI, HQ, Noida before the closing date of empanelment.

- c. The interested parties (Proprietorship, Partnership, LLP, Private Limited, Corporation or Public) may get themselves empaneled with IWAI by submitting their details in the prescribed format, necessary documents and an empanelment fee as prescribed in Annexure-A
- d. The empanelment for Time Charter shall be based on the financial turnover of at least INR 30 Lakhs in the preceding financial year and experience of managing/operating cargo vessels for at least 6 months in preceding 3 years.
- e. Based on the finalization of applications, empaneled parties will be informed through a written letter and e-mail. In addition, the final list of empaneled parties may be published and updated each time on the IWAI website.

5.2. Selection of empaneled parties for chartering of IWAI owned or leased vessels

- a. As and when the vessels owned or leased by IWAI are ready in all respect to load and transport cargo through waterways and are available for charter, the vessel/s shall be offered on time charter to the empaneled parties for bidding.
- b. The interested parties would have the right to inspect the vessels available for time charter.
- c. The notice of hiring of available vessels with reserve rate and closing date shall be circulated among the empaneled parties by IWAI's nominated representative through e-mail, calling for rate quotations. Submission of rate quotations shall be done online as per the enclosed format at Annexure-B for time charter.
- d. The reserve rate of all vessels shall be fixed for time charter on per day basis. The time charter reserve rates for IWAI vessels is attached to these guidelines at schedule-II.
- e. The selection of the bidder for time charter shall be based on the highest revenue earning on the vessel, which is calculated by multiplying the per day quoted rate for the vessel with the quoted duration (in number of days) of the time charter. The minimum and maximum duration for which the vessel will be offered on time charter basis shall be decided by the competent authority at the time of notice for inviting offers from interested parties. The party offering the highest revenue shall be selected for chartering the vessel.
- f. The selected party shall sign the time charter agreement as per the format provided by IWAI at the time of selection of charterer. No dues shall be outstanding from the charterer at the time of submission of bid
- g. The Reserve rates for vessels as indicated in schedule II of these guidelines, may be reviewed by IWAI on quarterly basis for incorporating variations in charter rates and manpower cost.
- h. The time charter amount shall be payable on or before the 1st day of the month in advance. As security, the charterer shall deposit post-dated cheques for the charter duration at the time of signing of the contract.
- i. In case of default in payment of time charter or any other dues to IWAI, IWAI may take over the possession of the vessel and also recover the cost of transporting the vessel to Kolkata including fuel, crew, evacuation of cargo and any incidental cost.

6. Operational considerations for Charter of IWAI Owned or Leased Vessels

- a. The Director, Regional office, IWAI in whose jurisdiction the vessel is stationed shall be responsible for handing over the vessel to the successful bidder and for signing the time charter agreement as appropriate.

- b. In case of time charter, the crew on the vessels shall be responsible for safe operation of vessels and log keeping of all the events and record of fuel consumption and speed. The crew on board shall take instructions for loading of cargo, unloading of cargo and navigation from the time charterer and provide above information to the Director, Regional office, IWAI, in whose jurisdiction the vessel is operating or stationed. The charterer is allowed to place his supervisor on the vessel at his own cost and liability for cargo safety, security and monitoring efficiency of vessel including fuel consumption.
- c. Navigation of the vessels to be based on the approval of the Standard Operating Procedure (SOP) by IWAI. No vessel movement would be allowed until prior approval of the navigational plan is obtained by the charterer. The River Notices issued by IWAI may be considered before preparing the navigation plan.
- d. The fuel and lubricants shall be supplied by the charterer. The supply of lubricants by the charterer shall be as per the instruction of Director, IWAI or his representative/ Driver of the vessel.
- e. In case the charterer withholds the vessel(s) beyond the period of charter hire as per written agreement between the parties, then
 - i. With immediate effect, the monthly rate of charter hire will be 120% (one hundred and twenty percent) of the original rate of charter hire till the time the vessel is returned to IWAI, however, not exceeding 45 days after expiry of the contractual period of charter hire. If the charterer still withholds the vessel(s) illegally beyond 45 days after expiry of the contractual period of charter hire, the rate of charter hire shall be 150% (one hundred and fifty percent) of the original rate of charter hire till the vessel is returned by the charterer to IWAI.
 - ii. However, with the mutual consent of both the parties the period of charter may be extended for a mutually agreed duration. For this purpose a request will have to be given by the Charterer to the Authority at least 1 month prior to expiry of the original period of charter. If the Authority agrees to such extension of the period of charter hiring of the vessel, the hire charges will be increased by such rate and terms and conditions which will be decided by the Authority at its sole discretion. Mere sending of a request to IWAI by the charterer as above will not entail any right whatsoever on the charterer to get such extension and in all such cases, the decision of IWAI shall be final and conclusive.
- f. The Cargo insurance and Charterers Protection and Indemnity cover for damage or loss to vessel is to be obtained by the charterer.

7. General

- a. The above guidelines shall be reviewed on annual basis / or as deemed necessary by IWAI.
- b. All the regulations that are applicable to IWT sector and future amendments of these regulations shall be applicable to these guidelines on prospective basis as and when they are introduced.

Schedule I: Details of IWL cargo vessels

S. No.	Name of vessel	Type of vessel	Dimension (m)	Draft in mtr.	GRT	BHP	Certified speed	Capacity (MT)	Year of build
1	M.V Aai	Self propelled vessel	77.37 x 15 x 5	2.8	1827	1300	9.0 knots	2,000	2018
2	M.V Beki	Self propelled vessel	77.37 x 15 x 5	2.8	1830	1300	9.0 knots	2,000	2018
3	M.V Trishul	Tug	26 x 7.75 x 3.2	1.8	159	1318	7.61 knots	2000 MT with 1000 MT capacity of each barge	2018
	DB Ajay	Dumb barge	59.4 x 11.5 x 3.5	2.04	718	0			2018
	DB Dikhu	Dumb barge	59.4 x 11.5 x 3.5	2.04	718	0			2018
4	M.V Ramprasad Bismillah	Tug	26 x 7.75 x 3.2	1.8	159	1318	7.61 knots	2000 MT with 1000 MT capacity of each barge	2018
	DB Kalpana Chawla	Dumb barge	59.4 x 11.5 x 3.5	2.04	718	0			2018
	DB APJ Abdul Kalam	Dumb barge	59.4 x 11.5 x 3.5	2.04	718	0			2018
5	M.V. Lal Bahadur Shastri	General cargo	54.6 x 9.6 x 2.4	1.4	426	390	9.4 knots	300	2004
6	M.V V.V Giri	Multi-purpose	54.6 x 11 x 2.11	1.4	798	470	8.36 knots	300	2012
7	M.V Visvesvaraya	Oil tanker	54.6 x 10.4 x 2.6	1.4	431	390	8.32 knots	300	2006
8	M.V R.N Tagore	Container	54.75 x 9.59 x 2.3	1.4	439	390	8.26 knots	300	2006
9	M.V Rajagopalachari	Multi-purpose	62 x 10.6 x 2.1	1.8	774	760	9.0 knots	600	1988
10	M.V Homi Bhabha	General cargo	54.6 x 9.6 x 2.4	1.4	426	390	9.49 knots	300	2004
11	M.V Zakir Hussain	Multi-purpose	54.6 x 11 x 2.1	1.4	798	470	8.11 knots	300	2009

Schedule II: Time charter rates for IWAI vessels

S No.	Vessel name	Total time charter rate which includes vessel & manpower cost (INR/ day)
1	MV Aai	35,672
2	MV Beki	35,672
3	MV Ramprasad Bismillah with DB Kalpana Chawla, DB APJ Abdul Kalam	52,497
4	MV Trishul with DB Ajay, DB Dikhu	52,497
5	MV VV Giri	18,290
6	M.V. Homi Bhabha	13,730
7	MV Vishweshariya	15,233
8	MV Rabindra Nath Tagore	13,747
9	M.V. Rajagopalachari	16,982
10	MV LB Shastri	13,853
11	MV Zakir Hussain	18,400

The above time charter rates are exclusive of GST & taxes. GST & Taxes will be charged over and above these rates.

- I. Note: The above rates are exclusive of all the statutory charges such as berthing charges, handling charges, IWAI user charges, canal and lock gate charges etc. as may be applicable in the voyage. The above rates are exclusive of taxes that would be applicable at the time of signing charter party agreement.

Annexure -A

NOTICE FOR EMPANELMENT OF INTERESTED PARTIES FOR CHARTERING OF IWAI OWNED OR LEASED VESSELS ON TIME CHARTER BASIS

The Inland vessels owned or leased by IWAI are available for chartering for plying on national waterways.

IWAI proposes to empanel interested parties for chartering of IWAI owned or leased vessels as and when the vessels are ready in all respects and are available for charter. A notice for chartering on time charter basis will be sent by e-mail to the empaneled parties calling for rate bids on per day basis along with duration of charter.

The List of IWAI owned or leased vessels may be referred at schedule I of these guidelines. The terms and conditions of agreement of time charter between IWAI and charterer may be seen at IWAI website www.iwai.nic.in.

Interested parties with annual financial turnover of at least 30 Lakhs and having experience in operation/management of cargo vessel for a period of at least six months in preceding 3 years may enroll themselves with IWAI by submitting their details in the prescribed format (given below) along with an empanelment fee (non-transferable, non-refundable) of Rs. 5000/(Rupees Five Thousand only) by way of Demand Draft in favor of "IWAI FUND".

Nominated
representative,
IWAI

✕

**PROFORMA FOR EMPANELMENT OF TRANSPORTERS/LOGISTICS OPERATORS FOR
CHARTERING OF IWAI VESSELS ON TIME CHARTER BASIS**

1. Name of the firm :
2. Type of the firm :
(Proprietorship/ partnership/LLP /Company) Enclose Proof
3. Nature of the business :
4. Cargo Likely to be transported :
5. Experience in operation of Vessels:
(Documentary proof of past vessel operation to be provided)
6. Name of the Authorized :
Representative/ Principal Officer
7. Registered address :
8. Correspondence address :
9. Phone Nos. :
10. E-mail ID :
11. Financial Turnover :
(Audited Balance Sheet and statutory auditor certificate for turnover, to be provided)
12. Details of Empanelment Fees :
13. GST No. :
(Document to be submitted)
14. PAN No. :
(Document to be submitted)

Signature of the Principal Officer or Authorized
Signatory

Official Stamp

Name

Designation.....

N.B.-Please enclose authorization letter in case Principal Officer is not the Proprietor /Lead
Partner/Managing Director.

Annexure - B

NOTICE FOR INVITING OFFERS FROM INTERSTED PARTIES FOR CHARTERING OF IWAI OWNED OR LEASED VESSEL ON TIME CHARTER

Inland Waterways Authority of India intends to offer its following vessel/s for transportation of cargo through National Waterways. Description of the vessels are given below:

S No.	Name of Vessel	Type of Vessel	Cargo carrying capacity
01.	M.V. Aai	Cargo Vessel	2000 MT
02.	MV Beki	Cargo Vessel	2000 MT
03.	MV Ramprasad Bismillah	Cargo Vessel	2000 MT
04.	MV Trishul	Cargo Vessel	2000 MT
05.	MV VV Giri	Cargo Vessel	300 MT
06.	M.V. Homi Bhabha	Cargo Vessel	300 MT
07.	MV Vishweshariyya	Cargo Vessel	300 MT
08.	MV Rabindra Nath Tagore	Cargo Vessel	300 MT
09.	MV Rajagopalachari	Cargo Vessel	600 MT
10.	MV LB Shastri	Cargo Vessel	300 MT
11.	MV Zakir Husain	Cargo Vessel	300 MT

The above vessels are available for chartering for plying on national waterways on Time Charter basis. The evaluation of bids shall be done based on the total revenue payable on the vessel calculated by multiplying the bid rate with duration of time charter. The minimum duration of the time charter can be days and maximum would be days. The party who will be paying maximum revenue on the vessel shall be the successful bidder.

The format of charter agreement encompassing responsibilities of IWAI and charterer may be seen at IWAI website www.iwai.nic.in.

Interested parties may submit their bids in the prescribed format (given below) along with relevant documents.

Nominated representative,
IWAI

**PROFORMA FOR SUBMITTING BID FOR CHARTERING OF IWAI VESSELS ON
TIME CHARTER BASIS**

1. Name of the firm :
2. Nature of the business :
3. Registered address :
4. Correspondence address :
5. Name of the Authorized Representative/ Principal Officer :
6. Phone Nos. & E-mail id :

7. Details of vessel to be chartered and proposed deployment of each vessel:

S No.	Vessel name	Cargo Type & Quantity Proposed to be carried	Origins of Cargo on the Waterway	Destinations of Cargo on Waterway	Duration of Time Charter	The Charter rate submitted is	Total hire payable (Rate x duration in days)

We accept the terms and conditions for charter of IWAI Vessels on Time Charter basis.

Signature of the Principal Officer/ Authorized Representative

Name
Official Stamp

N.B.- Please enclose authorization letter in case Principal Officer is not the Proprietor /Lead Partner/Managing Director.

Main Terms and Conditions for charter of IWAI Vessels on Time Charter

Responsibilities of IWAI and charterer in respect of transportation/movement of cargo by IWAI vessels on National Waterways.

Responsibility of IWAI:

1. To place the vessel at the location for handover to the charterer.
2. To provide mechanized cargo handling facilities wherever available with IWAI for loading/unloading of cargo on payment of charges.
3. If required, the open/covered space for storage of cargo wherever available at IWAI terminals can be utilized on payment of charges.
4. Providing manpower, operation and maintenance, statutory survey & dry-docking for the vessel.

In case the vessel is not able to be operated due to any unforeseen circumstances such as *Force Majeure*, the charterer will have choice to return the vessel after unloading the cargo. In such case, the time charter charges for the duration when the vessel is delayed or held because of Force Majeure shall be deducted from the total time charter charges.

Responsibility of the charterer:

1. Provide Fuel to the vessel or pay for the fuel if fuel is provided by IWAI. All port charges, cargo handling costs, cargo insurance, comprehensive vessel insurance & its premium, statutory charges and any other charges related with cargo shall be borne by the charterer.
2. Loading/unloading of cargo and cost thereof shall be borne by the charterer.
3. Charterer will make payment of agreed amount for the month (charter rate multiplied by 30) on monthly basis in advance. The amount is payable by way of demand draft or RTGS in favour of "IWAI fund" along with statutory taxes, if any.
4. Charterer to ensure that no illegal/contraband cargo is loaded in the vessel and furnish a written undertaking to this effect
5. The Time Charterer to redeliver the vessel with the same amount of fuel on board as at the time of taking over and if any difference same shall be accounted for using the rate of POL on the date of redelivery. A letter of handing over and taking over shall be signed by the Director, IWAI and the Charterer.

6. The period of charter shall be reckoned from the date of handing over of the vessel(s) to the charterer till the date of taking over of the vessel(s) by IWAI. The duration of the charter may be extended by IWAI if the vessel has cargo on board at the time of redelivery provided a reasonable notice was tendered by the charterer.
7. If the charterer fails to return the vessel at the expiry of time charter contract due to Force Majeure, no time charter amount shall be payable to IWAI for the period of Force Majeure. However, if the delay is not due to Force Majeure* or without prior agreement, then with immediate effect, the monthly rate of charter hire will be 120% (one hundred and twenty percent) of the original rate of charter hire till the time the vessel is returned to IWAI, however, not exceeding 45 days after expiry of the contractual period of charter hire. If the charterer still withholds the vessel(s) illegally beyond 45 days after expiry of the contractual period of charter hire, the rate of charter hire shall be 150% (one hundred and fifty percent) of the original rate of charter hire till the vessel is returned by the charterer to IWAI. With the mutual consent of both the parties the period of charter may be extended by a mutually agreed duration. For this purpose a request will have to be given by the Charterer to the Authority at least 1 month prior to expiry of the original period of charter. If the Authority agrees to such extension of the period of charter hiring of the vessel, the hire charges will be increased by such rate and terms and conditions which will be decided by the Authority at its sole discretion. Mere sending of a request to IWAI by the charterer as above will not entail any right whatsoever on the charterer to get such extension and in all such cases, the decision of IWAI shall be final and conclusive.
8. Cargo shall be loaded as per the registered capacity of the barges/vessels and no overloading shall be allowed.
9. All the vessel related statutory charges such as waterway usage charges, lock gate charges, berthing charges, etc. applicable on the vessel during the period of time charter shall be borne by the charterer.
10. For any damage to the vessel caused due to an act or omission of the charterer, IWAI may seek damages to that effect.

Guidelines

Movement of Over Dimensional Cargo in National Waterways & Indo-Bangladesh Protocol route





Guidelines
on
Movement of Over Dimensional Cargo
in
National Waterways
& Indo-Bangladesh Protocol route

Published by

Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

A-13, Sector-1

Noida 201301 (U.P.)

www.iwai.nic.in

December, 2009

Contents

Preface

Office Memorandum 1

Guidelines for Movement of ODC in NWs & Indo-Bangladesh Protocol route

1. Introduction	2
2. Over Dimensional Cargo (ODC)	3
3. Definitions	3
4. Movement of ODC	4
5. Consolidated Fee	5
6. Service provided by IWAI	5
7. Safe Navigation	7
8. Procedure	7
9. Procedure for Payment of Consolidated Fee	8
10. Signing of Memorandum of Understanding (MoU)	8
11. Territorial Jurisdiction	9
12. River Information Service	11
13. Emergency Services to be provided by IWAI	11
14. Responsibility of the Operator	12
15. Penalty	13
16. Force Majeure	13
17. Dispute Resolution Mechanism	14
18. Miscellaneous	14
19. Completion of ODC movement	14
20. Annexure A : List of ODC proposed to be transported through NWs / Indo-Bangladesh Protocol route.	15
21. Annexure B : Tentative Movement Schedule for ODC	16
22. Annexure C : Agreed Movement Schedule for ODC	17
23. Annexure D : Draft Memorandum of Understanding	18
24. Annexure E : Certificate demoting safe delivery of ODC on Nws	23
25. Head Office of IWAI	24
26. Regional Offices of IWAI	25
26. Nodal Officers	26

Preface

Inland Waterways Authority of India (IWAI), set up in 1986 by an Act of Parliament, has been entrusted the task of development and regulation of the National Waterways. The Authority undertakes infrastructure development and maintenance works on national waterways.

Presently, there are five National Waterways in the country which are as under:

- ◆ Haldia - Allahabad stretch of the Ganga-Bhagirathi-Hooghly river system (1620 km) declared as *National Waterway 1* in 1986
- ◆ Sadiya - Dhubri stretch of the Brahmaputra river system (891 km) declared as *National Waterway 2* in 1988
- ◆ Kollam-Kottapuram stretch of West Coast Canal (410 km) along with Champakara canal and Udyogmandal canal (205 km) declared as *National Waterway 3* in 1993
- ◆ Bhadrachalam - Rajamundry stretch of River Godavari and Wazirabad Vijaywada stretch of River Krishna along with Kakinada canal, Eluru canal, Commamur canal, Buckingham canal and Kaluvelly tank upto Puducherry (1095 km) declared as *National Waterway 4* in 2008
- ◆ Talcher Dhamra stretch of Brahamani Kharsua-Dhamra river system along with Geonkhali Charbatia stretch of East Coast Canal & portions of Matai river and Mahanadi delta river system between Mangalgadi and Paradip (623 km) declared as *National Waterway 5* in 2008

In the last decade, India has been growing @ 8-9 percent per annum and the country is investing heavily in 'core' infrastructure sectors such as power, oil & gas exploration, manufacturing and mining sectors and this is likely to continue in the foreseeable future. This has opened possibility of large movement of Over Dimensional Cargo (ODC) through inland water transport. IWT has been a preferred mode of transport for ODC over the years and this 'niche' movement is likely to grow.

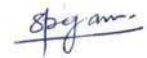
Since IWAI has made substantial investment in the development of the three operational National Waterways and the Indo-Bangladesh Protocol route and this scale of investment is likely to continue, IWAI has decided to make a beginning as far as levying a charge for 'use of waterway' is concerned, by provisionally fixing a consolidated fee of **Rs.1.50 per tonne per km for ODC movement commencing from January 1, 2010** as per Section 17(1) of IWAI Act, 1985. Detailed consultations have been held with all stakeholders in this regard.

Under the new arrangement, IWAI will sign a MoU with each of the logistic operators before the commencement of the movement of ODC and take steps to ensure availability of LAD in the entire stretch apart from providing other services as detailed in the Guidelines so that there is no delay in timely delivery of ODC to its destination.

IWAI is taking 'conscious' steps to improve navigability of the National Waterways and Indo-Bangladesh Protocol route and fix 'accountability' of its staff so that the goal of a vibrant, developed and economically viable inland water transport system in the country can be realized with the cooperation of all stakeholders. India's Growth story can be sustained only if the inland water transport system is developed to its full potential and a solution is found to 'transport' bottlenecks in road and rail system. It is our endeavour to position IWT as an economically viable, feasible and reliable transport solution to the Project promoters.

It will be our sincere endeavour in IWAI to ensure smooth and trouble-free operations of logistics operators moving ODC on National Waterways and Indo-Bangladesh Protocol route.

Noida
December 22, 2009



(S.P. Gaur)

Chairman,
Inland Waterways Authority of India



भारतीय अन्तर्देशीय जलमार्ग प्राधिकरण

(पोत परिवहन मंत्रालय, भारत सरकार)

मुख्यालय: ए-13, सैक्टर-1, नोएडा-201301 (उ.प्र.)

INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Head Office : A-13, Sector-1, Noida - 201301 (U.P.)

Tele. : Code-95 120-2544036, 2521684, 2522798, 2521724 Fax : 2544009, 2544041, 2543973, 2521764

No. IWAI/Cargo/29/2000

Date : 22nd December 2009

OFFICE MEMORANDUM

Sub : Levy of fees by IWAI for transportation of Over Dimensional Cargo by the transporters/ logistics operators on NW-1, 2 & 3 and Indo-Bangladesh Protocol routes.

In pursuance of the powers delegated to Inland Waterways Authority of India (IWAI) vide section 17 (1) of IWAI Act, 1985 and detailed discussions IWAI had with various stake holders on 28.10.2009 and 4.12.09 at New Delhi, it has been decided by the Competent Authority to provisionally levy a fee @ Rs.1.50 (Rupee one and paise fifty only) per tonne per km for transportation of Over Dimensional Cargo (ODC) on National Waterway nos. 1, 2 and 3 i.e. (i) Haldia-Allahabad stretch on Ganga-Bhagirathi-Hooghly river system, (ii) SadiyaDhubri stretch of river Brahmaputra and (iii) West Coast Canal from Kottapuram to Kollam along with Udyogamandal and Champakara canals respectively and Indo-Bangladesh Protocol routes.

2. This fee will be payable by the ODC transporters in advance to the Field Director of IWAI from where the transportation on these waterways will commence.
3. The fee will be payable for all movements of ODC on these National Waterways and Indo-Bangladesh Protocol routes which commence from 1st Jan. 2010.
4. IWAI will sign a MoU with ODC operators for each movement before the commencement of the movement.
5. Detailed Guidelines in this regard are enclosed.
6. This issues with the approval of Chairman, IWAI
7. The Guidelines would come into force with immediate effect.

(Ravi Kant)

Dy. Director

Encl : As above

To,

1. Director, IWAI, Guwahati
2. Director, IWAI, Patna
3. Director, IWAI, Kolkata
4. Director, IWAI, Kochi
5. Secretary, IWAI, Noida
6. Chief Engineer, IWAI, Noida
7. Hydrographic Chief, IWAI, Noida
8. Director (P&C), IWAI, Noida
9. Chief Accounts Officer, IWAI, Noida
10. PS to Chairman, IWAI, Noida
11. PA to Vice Chairman, IWAI, Noida
12. PA to Member (Finance), IWAI, Noida
13. PA to Member (Cargo), IWAI, Noida

} With a request to circulate the order and the guidelines to all stake holders for their information.

Guidelines

Movement of Over Dimensional Cargo in National Waterways & Indo-Bangladesh Protocol route

1. Introduction

1.1 Inland Waterways Authority of India (IWAI), set up in 1986 by an Act of Parliament, has been entrusted the task of development and regulation of the National Waterways. The Authority undertakes infrastructure development, maintenance and regulation works on National Waterways. Presently, the five National Waterways in India are as under:

1. **National Waterway No. 1 (NW-1)** : Ganga-Bhagirathi-Hooghly river system from Allahabad to Haldia (1620 kms) in the states of Uttar Pradesh, Bihar, Jharkhand and West Bengal
2. **National Waterway No. 2 (NW-2)** : Brahmaputra river from Sadiya to Dhubri (891 kms) in the state of Assam
3. **National Waterway No. 3 (NW-3)** : West Coast canal from Kollam to Kottapuram along with Champakara and Udyogmandal canals (205 kms) in the State of Kerala
4. **National Waterway No. 4 (NW-4)** : Kakinada Pudducherry canals consisting of Kakinada canal, Eluru canal, Commamur canal, Buckingham canal and Kaluvelly tank along with Bhadrachalam Rajamundry stretch of River Godavari and Wazirabad Vijaywada stretch of River Krishna (1095 km) in the States of Andhra Pradesh, Tamil Nadu and Union Territory of Pudducherry
5. **National Waterway No. 5 (NW-5)** : Talcher Dhamra stretch of Brahamani Kharsua-Dhamra river system along with Geonkhali Charbatia stretch of East Coast Canal, Charbatia Dhamrastretch of Matai river and Mahanadi delta river system between Mangalgadi and Paradip (623 km) in the States of Orissa and West Bengal

1.2 An Inland Water Transit and Trade Protocol exists between India and Bangladesh. North Eastern region of India through National Waterway No.2 is connected with Kolkata and Haldia ports through specified routes of Bangladesh and Sunderbans waterways. For India, IWAI is the Competent Authority relating to IWT operations under Protocol while Bangladesh Inland Water Transport Authority (BIWTA) is the Competent Authority for Bangladesh.

1.3 At present, National Waterway 1, 2 & 3 and Indo-Bangladesh Protocol route are fully equipped to facilitate movement of any type of cargo and the instant Guidelines are applicable to movement of Over Dimensional Cargo (ODC) on NW 1, 2 & 3 and Indo-Bangladesh Protocol route.

2. Over Dimensional Cargo (ODC)

- 2.1 The term 'Over Dimensional Cargo (ODC)' refers to cargo which is beyond standard measure. These include, inter alia, heavy machinery, plant generator, turbines, furnace, chimneys and boilers. Broadly, cargo with dimensions of more than fifty feet length, more than eleven feet width and/or eleven feet height, require special handling equipment because of cargo's typical size and weight and are generally classified as Over Dimensional Cargo.

3. Definitions

- (i) Inland Waterways Authority of India (IWAI) : A statutory body under Ministry of Shipping, Govt. of India, with its head office at A-13, Sector-1, Noida, PIN - 201301 (U.P.)
- (ii) **Chairman:** Chairman of the Inland Waterways Authority of India
- (iii) **Director:** Director of the Inland Waterways Authority of India posted in its regional offices located at Kolkata, Patna, Guwahati and Kochi who shall be responsible for facilitating movement of ODC and will be co-coordinator for the ODC movement.
- (iv) **Fee:** means the rate per metric tonne per km fixed by IWAI for movement of ODC through inland water transport on National Waterway(s) and / or Indo-Bangladesh Protocol route.
- (v) **Nodal Officer:** an officer of IWAI, not below the rank of an Assistant Director or its equivalent, designated by Director as officer in charge responsible for safe, smooth and timely passage of ODC through the declared stretch of waterway.
- (vi) **Day:** means a calendar day beginning and ending at mid-night.
- (vii) **Week :** means seven consecutive calendar days
- (viii) **Month:** means one Calendar month.
- (ix) **NW:** means an inland waterway in India designated as a National Waterway by an Act of Parliament.
- (x) **Indo-Bangladesh Protocol route:** means the route notified by Government of India and Government of Bangladesh under provisions of Inland Water Transit and Trade Protocol.
- (xi) **Operator:** means the firm providing logistics for transporting the ODC using National Waterway (s) and/or Indo-Bangladesh Protocol route and executing MoU with IWAI.
- (xii) **Vessel:** means the vessel/craft belonging to/arranged by the ODC movement operator.

- (xiii) **MoU:** Memorandum of Understanding to be executed between IWAI and Operator for movement of ODC in NWs and Indo-Bangladesh Protocol route
- (xiv) **Consignment:** means ODC parcel (s), its accessories etc.
- (xv) **Handling equipment:** Special equipment required for safe handling (loading / unloading) of ODC.

4. Movement of ODC

- 4.1 ODC movement is a specialized activity which entails months of preparation. Keeping in view the weight, size and load of ODC, the Operator has to, inter alia, design the vessels, make arrangements for loading and unloading of cargo and determine the timing of its movement on the waterway.
- 4.2 Since the discharge of water in both the Ganga and the Brahmaputra fluctuates greatly between the lean and the flood seasons, the LAD available for movement of inland vessels also differs greatly from month to month. During the flood season, for about four months, the entire stretch of NW-1 and NW-2 can be safely navigated. Depending on the draft requirement, Operators can plan ODC movement upto Allahabad on NW-1 and Sadiya on NW-2 in certain months of the year. Since IWAI has been undertaking detailed survey of the National Waterways for more than a decade now and also has access to water flow data compiled by Central Water Commission and Brahmaputra Board, IWAI is the best agency to suitably advise Operators in this regard.
- 4.3 Least Available Depth (LAD) in various stretches of the river is the most critical parameter for safe, smooth and timely movement of ODC. At present, the LAD available on various stretches of NW-1, NW- 2 and NW-3 are as under :
 - ♦ NW-1 : upto Farakka 2.5 m; From Farakka to Varanasi 2 m and 1.5 m between Varanasi to Allahabad
 - ♦ NW-2 : 2.5 m upto Pandu; 2 m between Pandu and Dibrugarh and 1.5 m between Dibrugarh and Sadiya
 - ♦ NW-3 : 2 m in the stretch between Kochi and Thakazhi and Udyogmandal and Champakara Canals and 1.5 m in the remaining stretch
- 4.4 With the induction of two new Cutter Suction Dredgers (CSDs) in NW-3, two CSDs and one Hydraulic Surface Dredger (HSD) in NW-2 and four CSDs in NW-1 in the next six months, IWAI aims to provide 3 m LAD upto Farakka, 2.5 m LAD upto Patna and 2 m LAD upto Varanasi by December 2010 on NW-1; 2.5 m LAD upto Neamati, 2 m LAD upto Dibrugarh and possibly Sadiya by March 2011 on NW-2. Likewise, once capital dredging work is completed in NW-3 by December 2012, LAD of 2 m will become available in the full stretch of NW-3.

4.5 However, it must be realized that there may be certain times in a year when due to factors beyond control of IWAI, the LAD may be lower than what has been mentioned above. This could be due to sharp drop in water flow into the river on account of prolonged drought, slow melting of snow, etc. Hence, IWAI is guaranteeing LAD for a period ranging between 300 to 330 days only and ODC movement schedule will need to be planned accordingly.

5. Consolidated Fee

5.1 IWAI has provisionally fixed a consolidated fee of **Rs.1.50 (Rupees One and fifty paise only) per metric tonne per km** for movement of ODC through inland water transport on National Waterway(s) and/or Indo-Bangladesh Protocol route with effect from **1st January, 2010**.

5.2 This fee would be levied on all ODC movement commencing from the point of origin on or after January 1, 2010. This will not be levied on those consignments which were already in transit before January 1, 2010. The matters where an agreement between the cargo owner and the cargo mover has been drawn before 1st October, 2009 and does not provide for such fee, will be decided by IWAI on case to case basis.

6. Service provided by IWAI

6.1 Successful and timely completion of movement of ODC requires coordinated action by the Operators and IWAI officials. Upon payment of consolidated 'fee' by the Operator, IWAI will provide the following services which would facilitate quick turn around of vessels/barges carrying ODC:

- ◆ Assurance of minimum LAD in various stretches of National Waterways and Indo-Bangladesh Protocol Route
 - 2.5 m LAD upto Farakka & 2 m LAD upto Varanasi & 1.5 m LAD upto Allahabad
 - 2.5 m LAD upto Pandu; 2 m LAD upto Dibrugarh & 1.5 m LAD upto Sadiya
 - 2 m LAD in the stretch between Kochi and Thakazhi and Udyogmandal and Champakara Canals and 1.5 m in the remaining stretch of NW-3
 - 2 m LAD in Indo-Bangladesh Protocol route
- ◆ Smooth passage through Farakka Lock Gate within six hours of reporting of vessel in day time working hours after completion of all formalities, including deposit of 'Lock Gate charges' by IWAI officials. If the vessel reaches lock gate after office hours, then crossing will be arranged on next day and this delay will not be accounted for. Opening of lock gates in NW-3 will be responsibility of Director, IWAI, Kochi.
- ◆ Free uploading of 'Nav Display' software

- ◆ Free latest electronic Navigational Charts for the entire river stretch (except Protocol route) being traversed by the vessel indicating LAD on navigational route, distances between any two points for the purpose of preparation of movement schedule and also for calculation of the consolidated fee, will be provided at least one week before commencement of voyage.
- ◆ Free training of the Vessel Master in usage of electronic navigational charts at least three days before commencement of voyage will be organized by Director, IWAI, Kolkata at Kolkata / Haldia if traffic is originating from any point in his jurisdiction. For NW-3, such training will be organized at Kochi by Director, IWAI, Kochi. Other two Directors will be responsible for the same if ODC traffic is originating in their jurisdiction.
- ◆ DGPS facility from Farakka to Barh on NW-1 & from Bangladesh border to Pandu on NW-2
- ◆ Night navigation facilities upto Farakka on NW-1 (till Varanasi by March 2010) and from Bangladesh border to Dibrugarh on NW-2 (till Sadiya by April 2010) and entire stretch of NW-3.
- ◆ Free River pilotage in the entire stretch of the Waterway (both upward and downward journey) on NW-1 and NW-2
- ◆ Free Anchoring facility near various fixed and floating terminals of IWAI except those falling under Kolkata Port Trust area.
- ◆ Bunkering facility at Patna /Pandu River Ports and at Farakka, Bhagalpur and Varanasi on NW-1 and Jogighopa, Neamati and Silghat on NW-2 on payment basis.
- ◆ IWAI will also provide assistance through its vessels (tugs /workboats) in case of any 'emergency' on payment basis.

6.2 Bunkering (Fuel, lubricants and drinking water) facility will be provided by IWAI and/or terminal operator appointed by IWAI on payment basis. The operator /Vessel Master must communicate its requirement of fuel, lubricants, drinking water or any other bunkering facility at least 72 hours in advance to the designated 'Nodal Officer' of IWAI. Payment towards cost of bunkering should be deposited two days in advance with the respective Field Director/Nodal Officer to avoid any delay in receiving bunker.

6.3 Likewise, 'emergency assistance' will be provided by IWAI upon payment of POL charges of IWAI vessels deployed or actual costs of hired vessels / support staff and equipment. Efforts will be made to provide emergency assistance within the shortest possible time.

7. Safe Navigation

- 7.1 In order to ensure safe navigation, the Operator shall provide the following system on the vessel deployed by him for passage of ODC with effect from January 1, 2010:
- i. A desktop (or laptop) computer with at least Pentium IV configuration.
 - ii. A digital echo-sounder, and
 - iii. DGPS receiver
- 7.2 IWAI will provide and upload the '**Nav display**' software developed in-house by IWAI on the Desktop computer (or laptop) on the vessel and this would enable the Vessel Master to use the electronic river navigation charts provided by IWAI with course display and correction facility.
- 7.3 Officers of IWAI will also provide training to the Master of the Vessel in utilizing the aforesaid modern river navigation tool. At Farakka and Dhubri, IWAI officials will adjust the frequency of the DGPS receiver installed on the vessel so that it begins to receive the signals emanating from the DGPS station set up by IWAI at Bhagalpur and Jogighopa respectively. Once other DGPS stations of IWAI also become operational at Katwa, Patna and Varanasi on NW-1 and Tejpur and Dibrugarh on NW-2, the course correction accuracy would be as high as less than one metre on the river channel. This will also facilitate night navigation.

8. Procedure

- 8.1 The owner of the cargo (Project Promoter) normally selects an operator for undertaking movement of ODC relating to his project from the point of origin to destination well in advance as ODC transportation is a specialized activity. This may involve multi-modal transportation with parts of the distance being covered by different modes including inland water transport.
- 8.2 For undertaking the transportation of ODC through IWT on National waterways and/or Indo Bangladesh Protocol route, the Operator will need to follow the following procedure for ensuring safe, smooth and timely passage of ODC from point of origin to point of destination.
- 8.2.1 The Operator shall submit a request in the office of the Regional Director, IWAI for facilitating ODC movement through inland water transport. The request should contain the following information:
- (a) List of ODC with its details indicating name of item, size, weight, number of packages, cost, type of packing, name of Manufacturer, name and address of Consignee in the approved format as per *Annexure-A*.
 - (b) Operator shall submit the route, including origin and destination as well as a tentative Movement Schedule on National Waterways and /or Indo-Bangladesh Protocol route on which he intends to transport ODC in the approved format as per *Annexure-B*.

- (c) Type and configuration of the vessel proposed to be deployed by the Operator for proposed movement of ODC.
- 8.2.2 The request should be submitted by the Operator at least **thirty days** before the due date of departure indicated in the tentative Movement Schedule.
- 8.3 Upon receipt of the request, Director, IWAI or his nominee shall immediately (within two days) fix a meeting with the Operator and discuss various aspects of the proposed transportation of ODC especially the Movement Schedule so as to arrive at a mutually agreed Movement Schedule.
- 8.4 Timely delivery of ODC is very important for completion of any project without 'time and cost overruns'. Accordingly, the **Movement Schedule** is to be finalized by the Operator in consultation with respective Director / in-charge of National Waterway so as to select the most favourable time for safe, smooth and timely passage of ODC. They would take into account the latest **Thalweg Survey** data of various stretches of the river, the River Notices issued by IWAI and the likely availability of LAD in various stretches of the NW and /or Indo-Bangladesh Protocol route during the period of movement of ODC.
- 8.5 After detailed consultation, the Operator shall give 'final and agreed' Movement Schedule with details in approved format as per *Annexure- C*, duly providing reasonable 'time cushion' for dealing with any contingency or unforeseen circumstances. Climatic factors like fog on the waterway will also be taken into account as dense fog in certain parts of the river in certain months can drastically reduce real voyage time.
- 8.6 Once the '**Final and Agreed Movement Schedule**' has been signed by the Operator and Director, IWAI, the Operator shall proceed to make full payment of the consolidated fee fixed by IWAI.

9 Procedure for Payment of Consolidated Fee

- 9.1 The Operator will make payment of consolidated fee by way of a Demand Draft made in favour of '**IWAI Fund**' payable at IWAI-Kolkata in case of ODC movement taking place in NW-1, NW-2 & Indo-Bangladesh Protocol route and IWAI-Kochi in case of ODC movement taking place in NW-3.
- 9.2 The Demand Draft will be deposited in the office of Director by the Operator. It will be the duty of the Accountant to keep proper records of payments received and ensure timely deposit of the Demand Draft in the Bank Account of IWAI so that the amount is credited into IWAI Fund Account before commencement of ODC trip. This process will be supervised by the Director.

10 Signing of Memorandum of Understanding (MoU)

- 10.1 After all formalities, as per the procedure laid down above, have been completed, the Operator and

Director of IWAI will sign an MoU in the approved format as per *Annexure-D*. There will be two original copies of the MoU with one being kept by the Director of IWAI and the other by the Operator. The MoU, read together with the Guidelines, will guide the actions of both the Operator and IWAI in respect of movement of ODC as per agreed Movement Schedule.

11 Territorial Jurisdiction

- 11.1 The jurisdiction of IWAI Field Directors shall be as follows for the purpose of movement of ODC:
- (1) **Director, IWAI, Kolkata:** Haldia to Rajmahal (including crossing of Farakka lock gate) in NW-1. Competent Authority for operation of Indo-Bangladesh Protocol on transit and trade by IWT mode.
 - (2) **Director, IWAI, Patna:** Upstream of Rajmahal to Allahabad in NW-1
 - (3) **Director, IWAI, Guwahati:** From Bangladesh border near Dhubri to Sadiya in NW-2
 - (4) **Director, IWAI, Kochi:** NW-3
- 11.2 For the purpose of coordinating and monitoring the movement of ODC as per the agreed Movement Schedule, a '**Nodal Officer**' (not below the rank of Assistant Director or its equivalent) shall be notified by the Director and his name, address, mobile number will be made available to the Operator and the Vessel Master within a week of receiving a request in the format prescribed at *Annexure-A*. Likewise, the Nodal Officer will have the name, address and mobile number of the Operator and the Vessel Master so that they remain continuously in touch as long as the vessel carrying ODC is moving in the stretch of NW under the charge of the Nodal Officer.
- 11.3 The stretches for which a 'Nodal Officer' will be designated by the Director are as under:
- NW-1** : Haldia to Katwa; Katwa to Rajmahal; Rajmahal to Munger; Munger to Patna; Patna to Ghazipur; Ghazipur to Chunar and Chunar to Allahabad
- NW-2** : Dhubri to Pandu; Pandu to Neamati; Neamati to Sadiya
- NW-3** : Entire stretch

Duties of Nodal Officer

- 11.4 The Nodal Officer shall be responsible for ensuring that the 'requisite' LAD is available in the entire stretch under his jurisdiction. Towards that end, he will ensure optimal utilization of CSD/HSD, bandalling etc. so that the requisite LAD is available to ensure safe, smooth and timely passage of ODC vessel as per the agreed Movement Schedule. It will be the responsibility of Director to provide full support to the Nodal Officer in this regard.
- 11.5 The Nodal Officer is required to monitor the LAD on a daily basis in the river stretch under his charge. In critical period, he is authorized to increase the frequency of channel survey.

- 11.6 The Nodal Officer will also be authorized to decide the place, length and time of starting the bandalling process with a view to improving the LAD in an identified 'critical' stretch provided it is within the approved budgetary and length limits. In case, the budget and the approved Plan is getting exceeded, it will be the duty of the Nodal Officer to obtain the approval of the Director before executing the scheme. It shall be the duty of the Director to take and convey his decision to the Nodal Officer in case of a proposal received by him within 36 hours.
- 11.7 The Vessel Master will be fully briefed by the Nodal Officer regarding the 'navigation challenges'. This may involve giving a set of instructions **Do's and Dont's** prepared in the regional language apart from navigation charts and/or any other relevant document relating to safe navigation.
- 11.8 Providing experienced River Pilots at the pre-determined time and place to guide the vessel safely through the river stretch, on its onward as well as return journey on the river, will also be a prime duty of the Nodal Officer. These are essential for safe navigation of vessels on National Waterways. The Nodal Officer will also take steps to train suitable River Pilots and keep them ready for undertaking trips on vessels plying on the National Waterways.
- 11.9 The Nodal Officer will be responsible for ensuring that the day navigational marks provided in the stretch of the NW are in place. Likewise, responsibility for maintaining Night navigation facilities such as 2 NM lights mounted on country boats, shore beacons having 5 NM lights located in his area will be of the Nodal Officer. Deficiency, if any, shall be immediately rectified.
- 11.10 Opening of pontoons bridges erected at various locations in NW-1 will be arranged by the Nodal Officer. He will take advance action in consultation with Master of vessel for opening of such pontoon bridges within two hours of vessel reaching the spot in working hours.
- 11.11 The Nodal Officer will continuously monitor the passage of the vessel in his stretch of the river. He will ensure that all services promised by IWAI in the MoU are provided to the Operator / Vessel Master and there is no 'delay' on account of deficiency in service by IWAI.
- 11.12 In order to enable the Nodal Officer to effectively monitor ODC movement and discharge his duties, it is also necessary to establish a good communication network on the river stretch. Fortunately, almost the entire river stretch is under mobile network coverage. Hence, it has been decided that to begin with a sum of Rs.1500/- per month would be provided to the Nodal Officer to meet the itemized telephony & internet bill pertaining to him and his subordinate staff deployed in the field.

Delegation of Powers

- 11.14 In order to satisfactorily carry out the aforesaid duties, the following financial and administrative powers are delegated to the Nodal Officer with immediate effect.
- ♦ Power to hire a vehicle for undertaking official work for a period of maximum ten days in a month after following due procedure in this regard.

- ♦ Entail expenditure of any item considered 'unavoidable' without calling for quotation provided its value does not exceed Rs.5000 and the value of such expenditure does not exceed Rs.25000 in a month.
 - ♦ Approval of tour programme of officers and employees under his control and within his jurisdiction
- 11.15 Adequate budget would be provided to the Nodal Officer by the concerned Director. Proper accounts of all expenditure incurred and payments received (if any) shall be maintained by the Nodal Officer, in a format prescribed by the Chief Accounts Officer (CAO), IWAI, before 31.12.2009.
- 11.16 Directors, IWAI are also authorized to make any changes relating to the place, length and time of setting up the bandalling, dismantling the same and /or shifting the same to another venue with a view to improving the LAD in identified 'critical' stretches provided it is within the approved budgetary and length limits for the Directorate. In case, the approved budgetary and length limits need to be exceeded, a revised proposal shall be forwarded by the Director to the IWAI Head Office and he shall proceed to take action thereon after the same has been approved by the Head Office. Chief Engineer, IWAI will ensure that requisite decision of Head Office is communicated to Director, IWAI within 15 days of receipt of proposal.

12 River Information Service

- 12.1 IWAI will set up an effective River Information Service on the National waterways which, inter alia, will enable Director, IWAI and /or Nodal Officer to effectively monitor any vessel plying on the National Waterway. IWAI may also stipulate all Operators to install appropriate Vessel Identification System on board their vessels.

13 Emergency Services to be provided by IWAI

- 13.1 In case of distress/ emergency, the Operator will inform the concerned Nodal Officer, Director and Member (Cargo) in the Head Office of IWAI for the required help apart from the concerned administrative officers belonging to the State Government in whose jurisdiction the location, where emergency occurred, lies.
- 13.2 Some State Governments have notified 'River Thanas' (River Police Stations) with specific territorial jurisdictions. Director, IWAI will take steps to clearly demarcate the jurisdiction of the District Administration and the Police Station, in whose territorial jurisdiction various stretches of the National Waterways lie; in case of any crime, appropriate authorities, police and civil, are to be notified without any delay so that prompt and effective action can be taken by them. Details of appropriate authorities will be furnished to the Operator and /or the Vessel Master by the Director.
- 13.3 In case of navigational distress /emergency, such as engine failure, collision with another vessel or

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.

17. Dispute Resolution Mechanism

- 17.1 In case of any dispute between the Operator and the Director, the same shall be referred to Chairman, IWAI for resolution.
- 17.2 After going through the facts on record and providing an opportunity to both the Operator and the Director to place their point of view, in writing or through personal hearing, Chairman, IWAI shall proceed to give his decision on the dispute and his decision shall be final.
- 17.3 The entire proceedings before Chairman, IWAI should be completed within a period of thirty days.

18. Miscellaneous

- 18.1 Director, IWAI will also provide a copy of the **Prevention of Collision on National Waterways Regulation, 2002** and **National Waterway, Safety of Navigation and Shipping Regulations, 2002**, which have come into force from 30th November, 2004, to the Operator and the Vessel Master. They will be also adequately briefed in this regard by the Director / Nodal Officer.
- 18.2 Director, IWAI shall place necessary 'River Signages' necessary for safe navigation at suitable locations all along the National Waterways.
- 18.3 Director, IWAI and /or Nodal Officers shall organize awareness generation programmes regarding the **Prevention of Collision on National waterways Regulation, 2002** and **National Waterway, Safety of Navigation and Shipping Regulations, 2002** among all stakeholders and users of the National Waterways. This shall be a continuing exercise.

19 Completion of ODC movement

- 19.1 The MoU will be valid only for the movement of particular ODC as per the agreed Movement Schedule between the Operator and Director, IWAI.
- 19.2 Once the ODC has successfully reached the destination point on the National Waterways or Indo-Bangladesh Protocol route, the Operator shall submit a certificate to the Nodal Officer recording the date and time as per the prescribed format on *Annexure-E*, which shall also bear the signature of the Nodal Officer. Three copies of the same shall be prepared with one kept in the file in the office of the Director, IWAI of origin point, one by the Nodal Officer and one by the Operator.
- 19.3 The Operator shall make necessary arrangement for the return journey of the empty barge and vessel as per schedule.

**List of Over Dimensional Cargo proposed to be transported
through Nws / Indo-Bangladesh Protocol route.**

1. Name and address of logistic Operator
2. Name of National Waterway:
3. Name of Vessel:
4. Route: Indicate origin and destination
5. Name of the ODC and its use
6. Name of Manufacturer
7. Country of Origin
8. Name of Consignee
9. Number of packages
10. Specification of packages

S.No.	Name of ODC	Length (Meter)	Width (Meter)	Height (Meter)	Weight in MT	Type of Packing	Cost in Rs.

It is certified that no illegal / banned cargo is being carried in the (name of vessel) and I have fully satisfied myself on this count.

Signature & seal of Operator

Place -

Date:

Annexure -B

Tentative Movement Schedule

Movement Schedule for ODC

1. Name and address of logistic Operator
2. Name of National Waterway:
3. Route: Indicate origin and destination
4. Name of the ODC
5. Name of Vessel:
 - (a) Type of vessel : self propelled/ dumb barge etc
 - (b) DWT of vessel :
 - (c) Carrying capacity of vessel
 - (d) Empty & Loaded draft of vessel
 - (e) Length, beam, moulded depth, air draft of vessel
 - (f) Name of Manufacturer of vessel
 - (g) Validity of Certificate of fitness
 - (h) Validity of Insurance

6. Details of proposed ODC movement:

(Details to be given for each day)

Date	Time of Start of voyage	Place of start	Expected Time of reaching	Name of destination	Total hours of operation	Remarks

Add cushion towards exigencies (number of days):

7. Requirement of Bunker (If to be obtained through IWAI Terminal Operator):

Item	Quantity (in litres)	Proposed Place of bunkering	Expected Date & time for delivery of bunkering	Amount deposited

Signature & seal of Operator

Place -

Date:

Agreed Movement Schedule for ODC

1. Name and address of logistic Operator
2. Name of National Waterway:
3. Route: Indicate origin and destination
4. Name of the ODC
5. Name of Vessel:
 - (a) Type of vessel : self propelled/ dumb barge etc
 - (b) DWT of vessel :
 - (c) Carrying capacity of vessel
 - (d) Empty & Loaded draft of vessel
 - (e) Length, beam, moulded depth, air draft of vessel
 - (f) Name of Manufacturer of vessel
 - (g) Validity of Certificate of fitness
 - (h) Validity of Insurance

6. Details of proposed ODC movement :

(Details to be given for each day)

Date	Time of Start of voyage	Place of start	Expected Time of reaching	Name of destination	Total hours of operation	Remarks

Add cushion towards exigencies (number of days):

7. Requirement of Bunker (If to be obtained through IWAI Terminal Operator) :

Item	Quantity (in litres)	Proposed Place of bunkering	Expected Date & time for delivery of bunkering	Amount deposited

Signature & seal of Operator

Place -

Date:

Signature & seal of Director

Place

Date:

Annexure-D

DRAFT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made this __ day of __, 2010 between

1. Inland Waterways Authority of India, a statutory body under Ministry of Shipping, Govt. of India, with its head office at A-13, Sector-1, Noida - 201301 (U.P.) through its (name & designation of authorized officer of IWAI to sign MoU) hereinafter referred to as IWAI, which expression shall wherever the context permits, include their representatives and permitted assigns. And
2. (Name of Firm, its constitution) with its registered office at _____, through its (name & designation of authorized officer of Firm to sign MoU) herein after referred to as (short name of firm), which expression shall, wherever the context permits, include its representatives and successors, and permitted assigns.

WHEREAS :

- i) IWAI is the apex body for development and regulation of inland waterways under the Ministry of Shipping, Government of India, with the role of a provider, facilitator and regulator of the Inland Water Transport sector in the country.
- ii) (short name of firm) has been engaged by (Name of organisation who's cargo is to be transported) with the objective of transportation of cargo and more particularly Over Dimensional Cargo (ODC) as per list of cargo given in Annexure-1 required for their project namely (Name of Project and location) using the National Waterways by deploying suitable cargo vessels to be provided by (short name of firm).
- iii) (short name of firm) has identified the (route to be mentioned) on National Waterway No.1, 2, 3 and/or Indo Bangladesh Protocol route for movement of project cargo / ODC required for the (Name of Project and location).
- iv) In view of the technical expertise and the local knowledge of waterways in India possessed by IWAI and the expertise of transportation of ODC possessed by (short name of firm), two parties have decided to cooperate to jointly work towards realizing the objective of transportation of ODC through inland water transport mode and this MoU is made to record the terms of such cooperation.

NOW THEREFORE IN CONSIDERATION OF THE COVNANTS HEREIN THIS UNDERSTANDING WITNESSETHAS UNDER:

Definitions :

1. In this MOU, unless the context otherwise requires, the following expressions shall have the following meaning and any definition introduced elsewhere in this MOU shall also apply throughout the MOU.

The MOU and or 'Understanding' means this MOU including any exhibit or other document attached to or referred to herein.

'NW' means an Inland Waterway of India designated as a National Waterway

'Party' means one of the parties to this MOU individually and 'Parties' means both the parties collectively.

Co-operation and support from the Parties

2. IWAI and (short name of firm) will work in close association in coordinated manner for promoting cargo movement and transportation of ODC through inland water transport using Inland Waterways between _____ & _____ and for safe and timely delivery of ODC at destination.
3. IWAI will support the endeavor by providing the following:
 - a) Assurance of minimum LAD in various stretches of National Waterways and Indo-Bangladesh Protocol Route within India.
 - b) Smooth passage through Farakka Lock Gate within six hours (if on the way)
 - c) Electronic Navigational Charts for the entire river stretch (except Protocol route) being traversed
 - d) DGPS facility from Farakka to Barh on NW-1 and Bangladesh border to Pandu on NW-2
 - e) Night navigation facilities right upto Varanasi on NW-1 and from Bangladesh border to Dibrugarh on NW-2 and entire stretch of NW-3.
 - f) River pilotage
 - g) Anchoring facility on various fixed and floating terminals of IWAI
 - h) Bunkering facility at Patna /Pandu River Ports & other terminals mentioned in the Guidelines on payment basis
 - i) IWAI will also provide, on actual charge basis, assistance through its vessels (tugs /workboats/ survey launches/ other vessels) in case of any 'emergency' when informed by the (short name of firm).

4. (short name of firm) will undertake the endeavor through the following:
 - a. Study the cargo requirement of the project and devise logistics which would be sufficient for the project of (short name of firm).
 - b. Inform the details of ODC atleast 30 days in advance, indicating name of item, size, weight, number of packages, cost, type of packing, Name of manufacturer, Name and address of Consignee, route including origin and destination on National Waterways to IWAI before signing of this MoU.
 - c. (short name of firm) will Inform the Movement Schedule of ODC and finalize the same in consultation with concerned Director, IWAI before signing of MoU.
 - d. Arrange inland vessels and their operations either owned by them or arranged through other IWT/ logistic operator(s)
 - e. Arrange custom clearance, transit permit and other statutory clearance for cargo.
 - f. Facilitate and provide support to IWAI to produce promotional material for promotion of cargo movements by IWT mode.
 - g. (short name of firm) will arrange on its own parking place for cargo trucks at desired locations.
 - h. Start the transportation of ODC as per Agreed Movement Schedule by (mention number) of inland vessels to be arranged from _____ /overseas.
 - i. Inform IWAI when assistance is required by the ODC vessel in case of any 'emergency' (such as engine failure, collision with another vessel or vessel running aground) and actual charges will be paid to IWAI by the (short name of firm).
 - j. Pay in advance a consolidated fee @ Rs.1.50 (Rupees One and Fifty paise only) per metric tonne per kilometer of waterway distance to IWAI for providing facilities as indicated at clause no. 3(a) to 3(h) above and mentioned in the Guidelines issued by IWAI.

Penalty for Deficiency in service

5. In case there is delay in movement of ODC on account of deficiency in service rendered [as mentioned in clause no. 3(a) to 3(h)] except *Force Majeure*, IWAI will pay a penalty of Rs.10,000 per day to (short name of firm) 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 (short name of firm) as consolidated fee/user charges.

Force Majeure

6. *Force Majeure* shall herein mean Riots, Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear bomb, fission, acts of God,

such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires and other such causes over which parties have no control and are accepted as such by the Chairman, IWAI whose decision shall be final and binding. In the event of either party being rendered unable by *Force Majeure* to perform any obligation required to be performed by them under this MoU, the relative obligation of the party affected by such *Force Majeure* shall be treated as suspended for the period during which such *Force Majeure* cause lasts, provided the party allowing that it has been rendered unable as aforesaid, thereby shall notify within seven days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

Confidentiality

7. Parties will maintain full confidentiality of all aspects of this cooperation and the technical, operational and commercial information of each other that may come into hands of either Party during the term of this Understanding.
8. The conditions of confidentiality under this clause will survive the term of this understanding.

Representation & Entirety

9. Each of the Parties represents and confirms that it is fully empowered by its respective Board of Directors and by delegation of executive authority, if any, to execute this MoU and that the interest of any third party will not be adversely affected by this MoU.
10. This MoU, read together with the Guidelines issued by IWAI from time to time, constitutes the entire agreement between the Parties on the subject and substitutes any other previous written or oral agreements between them and it may be modified only by a specific written document signed by the Parties.

Further Agreements

11. (a) Both parties will work with full sincerity and in good faith to implement the intent of this MoU and towards this end further agreement and any other measures as considered necessary, from time to time will be undertaken expeditiously.
- (b) This MoU is valid only for the period of movement of ODC by National Waterways as given by the (short name of firm) in the Agreed Movement Schedule and annexed with this MoU.

Miscellaneous

12. The Parties have entered into this MOU purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Parties, nor shall the Parties constitute and Association of Persons or be agents of each other.

Difference in perception / understanding

13. Parties shall endeavor to resolve any difference in perception / issue / matter arising out of or in relation to this MOU or performance or non-performance of their respective obligations under as envisaged in this MOU through mutual discussion.

14. If the Parties are not able to resolve or settle any such difference or issues or matter through mutual discussion, these shall be referred to the Chairman of IWAI, who will be the sole and final arbitrator in case of any dispute between the (short name of firm) and IWAI and his decision shall be final and binding on the Parties.

Copies

15. The MOU is made in two originals, one each for both the Parties.

IN WITNESS WHEREOF this MoU has been entered into and concluded on the date first above mentioned.

Signed on behalf of
(short name of firm).
by

Signed on behalf of
Inland Waterways Authority of India
by

In presence of witness :

1.

1.

Certificate denoting safe delivery of ODC

It is hereby certified that the specified ODC (as mentioned in the Memorandum of Understanding (MoU)) signed between the parties on (date of signing of MoU) has/have reached its destination on the day and date indicated in the Agreed Movement Schedule. It is also certified that the Operator /Vessel Master received full support from IWAI as laid out in the MoU and the Guidelines issued by IWAI in this regard.

Signature of Operator /nominee

Date:

Place:

Signature of Nodal Officer of IWAI

Date:

Place:

Head Office of IWAI

S.N.	Address	Tel. Nos.	Fax No.	e-mail address
1	Chairman Inland Waterways Authority of India, A-13, Sector-1 Noida - 201301 (U.P.)	0120-2543972	0120-2543973	chairman.iwai@nic.in
2	Member (Cargo) Inland Waterways Authority of India, A-13, Sector-1 Noida - 201301 (U.P.)	0120-2543982	0120-2543994	mc.iwai@nic.in
3	Deputy Director (Cargo) Inland Waterways Authority of India, A-13, Sector-1 Noida - 201301 (U.P.)	0120-2521704 Mobile no : 09810294422	0120-2543994	ddcargo.iwai@nic.in

Regional Offices of IWAI

S.N.	Address	Tel. Nos.	Fax No.	e-mail address
------	---------	-----------	---------	----------------

National Waterway 1 (Rajmahal to Haldia) & Indo-Bangladesh Protocol route

1	Director, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata - 700 043 (West Bengal)	033-24390393 033 -24395570 033 -24395577 Mobile No. : 09874703025	033 -24391710 033-24396055	dirkol.iwai@nic.in
---	---	---	-------------------------------	--------------------

National Waterway 1 (Allahabad to Rajmahal)

2	Director, Inland Waterways Authority of India, 5th Floor, Biscomaun Bhawan, West Gandhi Maidan, Patna - 800 001 (Bihar)	0612-2230442 0612-2230789 0612-2235225 0612-2207852 Mobile No. : 09471487304	0612-2230442	dirpat.iwai@nic.in
---	--	---	--------------	--------------------

National Waterway 2 (From Bangladesh border near Dhubri to Sadiya)

3	Director, Inland Waterways Authority of India, 5th Floor, Parameshwari Building, Chatribari, A.T.Road, Guwahati -781 001 (Assam)	0361-2510368 0361-2541081 Mobile No. : 09435015029	0361-2541081	dirguw.iwai@nic.in
---	---	---	--------------	--------------------

National Waterway 3

4	Director, Inland Waterways Authority of India, National Waterways Road, N.H.47 Bye Pass, Kannadikkadu, Maradu, Ernakulam-682 304 (Kerala)	0484-2295061 0484-2389208 Mobile No. : 09431014417	0484-2389445	dirkoc.iwai@nic.in
---	--	---	--------------	--------------------

Nodal Officers

S.N.	Address	Tel. Nos.	Fax No.
------	---------	-----------	---------

Regional Office, Kolkata

NW-1 (Haldia to Katwa & Indo-Bangladesh Protocol route)

1	Nodal Officer, Inland Waterways Authority of India, P-78, Garden Reach Road, Kolkata - 700 043 (West Bengal)	033-24391710 Mobile no : 09874851710	033-24391710
---	--	--	--------------

NW-1 (Katwa to Rajmahal)

2	Nodal Officer, Inland Waterways Authority of India, Office Building No. 1, FBP Office Complex, P.O. Farakka Barrage, Farakka Dist. - Murshidabad (West Bengal)	03485-255809 Mobile no : 09474189086	03485-255809
---	--	--	--------------

Regional Office, Patna

NW-1 (Rajmahal to Munger)

1.	Nodal Officer, Inland Waterways Authority of India, S.M.College Road, Chottikanjarpur, Bhagalpur -821 001 (Bihar)	0641-2400651 Mobile no : 09431047574	0641-2400651
----	--	--	--------------

NW-1 (Munger to Patna)

2.	Nodal Officer, Inland Waterways Authority of India, 5th Floor, Biscomaun Bhawan, West Gandhi Maidan, Patna - 800 001 (Bihar)	0612-2230442 Mobile no : 09835262397	0612-2230442
----	---	--	--------------

NW 1 (Patna to Ghazipur)

3.	Nodal Officer, Inland Waterways Authority of India, 5th Floor, Biscomaun Bhawan, West Gandhi Maidan, Patna - 800 001 (Bihar)	0612-2230442	0612-2230442
----	--	--------------	--------------

S.N.	Address	Tel. Nos.	Fax No.
------	---------	-----------	---------

NW 1 (Ghazipur to Chunar)

1	Nodal Officer, Inland Waterways Authority of India, 52, 2nd Floor, Patel Nagar, Nadesar, Varanasi - 221 002 (Uttar Pradesh)	0542-2505329 Mobile No. : 09473968432	0542-2505329
---	---	---	--------------

NW 1 (Chunar to Allahabad)

2	Nodal Officer, Inland Waterways Authority of India, 360/F/44, Nawab Yusuf Road, Civil Lines, Allahabad -211 006 (Uttar Pradesh)	0532-2561151 Mobile No. : 09889170292	0532-2561152
---	---	---	--------------

Regional Office, Guwahati**NW-2 (Bangladesh border near Dhubri to Pandu)**

1	Nodal Officer, Inland Waterways Authority of India, 5th Floor, Parameshwari Building, Chatribari, A.T.Road, Guwahati -781 001 (Assam)	0361-2541081 Mobile No. : 09435048448	0361-2541081
---	--	---	--------------

NW-2 (Pandu to Neamati)

2	Nodal Officer, Inland Waterways Authority of India, 5th Floor, Parameshwari Building, Chatribari, A.T.Road, Guwahati -781 001 (Assam)	0361-2541081 Mobile No. : 09435346707	0361-2541081
---	--	---	--------------

NW-2 (Neamati to Sadiya)

3	Nodal Officer, Inland Waterways Authority of India, 5th Floor, Parameshwari Building, Chatribari, A.T.Road, Guwahati -781 001 (Assam)	0361-2541081 Mobile No. : 09435854563	0361-2541081
---	--	---	--------------

S.N.	Address	Tel. Nos.	Fax No.
------	---------	-----------	---------

Regional Office, Kochi

NW-3

1	Nodal Officer, Inland Waterways Authority of India, National Waterways Road, N.H.47 Bye Pass, Kannadikkadu, Maradu, Ernakulam-682 304 (Kerala)	0484-2295061 Mobile No. : 09447465997	0484-2389445
---	--	---	--------------

Published by

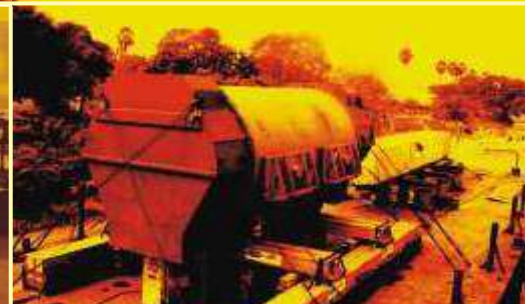
Inland Waterways Authority of India

(Ministry of Shipping, Govt. of India)

A-13, Sector-1

Noida 201301 (U.P.)

www.iwai.nic.in



✓

Following Procedure is being followed for allowing Indian Barge Operator to operate under Inland Water Transit & Trade Protocol between India & Bangladesh.

- a) The Indian Shipping agent firm submits an application along with Trade License, Deed Agreement signed with Bangladesh Agent, Latest Income Tax clearance certificate, PAN number and self attested photograph requesting to operate under IWT & T protocol between India & Bangladesh.
- b) On receipt of same this office issues a letter to the agency to attend the office of Director, IWAI, Kolkata along with the original documents on a specific date for verification of the same.
- c) After completion of verification of documents IWAI issues a letter to the firm intimating that Authority has approved his request for registration as Shipping Agent to operate as a Barge operator on Inland Water Transit & Trade Protocol between India & Bangladesh.
- d) The shipping agent after verification of records submits applications on day to day basis seeking inward / outward permissions for Bangladesh vessels which are processed accordingly.

Standard Operating Procedure (SOP) for movement of vessels registered under Inland Vessel Act on National Waterways

1. **Objective:** This **Standard Operating Procedure** is designed to facilitate the safe movement and operations of Inland vessels on various designated National Waterways so as to avoid any incidents or accidents or problems that may be encountered during the navigation of vessels on the National Waterways. Also, this SOP will enhance efficiency of information sharing so as to achieve seamless operations and data sharing on the National Waterways.

2. All vessels/barges operating on the National Waterways will fully comply with all the relevant rules and regulations not limited to the following: -
 - a. Prevention of Collision on National Waterways Regulations, 2002
 - b. National Waterway, Safety of Navigation and Shipping Regulations, 2002 including annexures I, II, III and IV
 - c. Inland Waterways Authority of India (Classification of Inland Waterways in India) Regulations 2006
 - d. The Inland Vessel Act, 1917(as amended)
 - e. All the rules and regulations framed by respective State Governments for operations of Inland vessels within their jurisdiction

3. IWAI website is duly updated with all information for safe navigation including river notices which are published fortnightly or monthly as the case may be. All vessels shall regularly consult the IWAI website for latest information on the National Waterways for safe navigation not limited to the following.
 - a. Least available depth (LAD) of the channel. Link to LAD is available on IWAI website (http://iwaiportal.nic.in/lad_pub.php) - LAD data on certain stretches of NW-1 is available on Weekly basis which is to be noted by all users on LAD & River Notice Link.
 - b. Air draft clearance of bridges and power lines on the waterways - Provided basis High flood level.-Critical bridge clearance w.r.t to water level based on survey are being disseminated in Navigational warning and the same is to be noted by all users on LAD & River Notice Link.
 - c. Any other navigational hazard or other restrictions existing on the National Waterways. Navigational warnings issued by IWAI are to be referred to by all users.
 - d. Information relating to the Indo Bangladesh Protocol (IBP) routes
 - e. Navigational aids including Night navigation facilities
 - f. All vessels shall mandatorily carry updated Charts, ENC & river Atlas for the stretch in which they are operating.
 - g. VHF Ch 16(dual) shall be kept on and compulsory monitored by vessel so as to have communication link and connection with RIS to receive important Navigational Warnings
 - h. Carriage of AIS and DGPS receiver is recommended to obtain full benefit of RIS system
 - i. All vessels crossing Farakka lock will fill up a prescribed form indicating the Navigational aids available onboard their vessel and confirmation of their awareness of all navigational information disseminated by IWAI through various forum.

- j. On certain stretches of National Waterways presence of pilots on board is made mandatory. Operators are suggested to place request for pilot to the concerned Directors well in advance along with their voyage plan.
4. **Co-ordination with external bodies/ agencies for in-transit support:** Director Kolkata/ Guwahati, IWAI will ensure in-transit clearances such as Permissions and Coordination with Customs and immigration for clearance of vessels sailing on the Indo Bangladesh Protocol route in their jurisdiction. All vessels shall contact the Director IWAI, Kolkata/Guwahati 72 hours before departure with the details in the prescribed format for assistance in obtaining clearances for IBP routes.
 5. All vessel Operators/ Masters on arrival at a port/ terminal/ anchorage should submit vessel's Arrival report including vessel's name, arrival date & time, vessel's draft, details of cargo/ passenger onboard (specifically highlighting any dangerous cargo onboard) intended berthing/ anchoring duration and objective (loading/ unloading/ bunkering/ repairs etc.) to IWAI's Regional Director (Head) at the arrival port. The vessel's Mobile phone number if available or the vessel's Masters mobile number is to be shared with the local IWAI authorities which shall also be shared with RIS operators.
 6. All vessel Operators/ Masters before departure from ports/terminals/locks/anchorages should submit the vessel's sailing plan including vessel's name, cargo/ passengers onboard (specifically highlighting any dangerous cargo onboard), loaded draft, intended sailing route, day-wise itinerary including ETD (Estimated Time of Departure) from Origin port/ terminal/ anchorage and ETA (Estimated Time of Arrival) at the Destination port/ terminal/ anchorage. Such sailing plan should be submitted to IWAI's Regional Director (Head) of the Origin and Destination port/ terminal/ anchorage.
 7. All vessel Operators/ Masters should submit daily Noon report including vessel's name, cargo/ passengers onboard (specifically highlighting any dangerous cargo onboard), vessel's draft, planned anchoring location and time for the day, any unscheduled halt/ breakdown/ incident/ accident faced during the voyage. Such noon report should be submitted to IWAI's Regional Director (Head) at the respective chainage point and Destination port/ terminal/ anchorage.
 8. IWAI facilities on National Waterways are available to all for use subject to payment as per the prevailing rules and regulations. The rules and regulations are available on IWAI website regarding Payment of tariff as per Inland Waterway Authority of India (Levy and collection of fees and charges) regulation 2011 (as amended).
 9. Berthing facilities and berthing permission at IWAI operated terminals are granted by the respective Regional Director (Head) subject to the prevailing rules and regulations as given on IWAI website. All vessels must obtain requisite permissions.
 10. All vessels may make use of registered pilots for safe navigation in stretches not familiar to the vessel's Master after paying the prescribed fees. A written request must be made to the

concerned Regional Director (Head) at least 48 hours in advance. List of pilots with locations are available on IWAI Website.

11. Regional Director may notify critical stretches of NW in their jurisdiction mandatory for pilot on board based on their assessment at the local levels.
12. **Emergency situations:** In case of any emergency, assistance to the extent possible shall be provided by the Regional Director's at the respective chainage point. A contact list of IWAI offices for emergency services for various stretches on the waterway is available in River Notices on IWAI's website for easy access of all concerned.
13. A vessel before sailing shall ensure that the vessel has all the required permissions, cargo is properly stowed & secured, is properly manned, equipped, has done the route plan to the destination taking into accounts the current/tides with sufficient LAD and air draft on the route for the intended voyage. Equipment aboard are fully functional.
14. **Sailing Order for movements conducted by vessels under IWAI's operational control:** Regional Director (Head) will issue sailing order as per prescribed format for movements conducted by vessels under IWAI's operational control. The sailing order will be issued while ensuring that the vessel during its voyage complies strictly with applicable waterways related information for chainage till destination point as available on official IWAI website.
15. **Deviation:** In case there is any deviation from this SOP due to operational exigencies or unforeseen circumstances, the same shall be recorded by the concerned Regional Director (Head) and should be brought to the notice of the office of Member (Traffic), IWAI, Noida for necessary action if any.
16. **Amendment to the SOP:** The SOP may be amended and updated from time to time by the office of Member (Traffic & Logistics) for accommodation of additional aspects for safe and seamless vessel movement on National Waterways.

Signed

(Director Traffic & Logistics)



STANDARD OPERATING PROCEDURE (SOP)

OF

**MoU ON PASSENGER AND CRUISE SERVICES
ON THE COASTAL AND PROTOCOL ROUTE**

BETWEEN

THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

AND

THE GOVERNMENT OF THE REPUBLIC OF INDIA

Standard Operating Procedure (SOP) on MoU on Passenger and Cruise services on the Coastal and Protocol route between Bangladesh and India

1. Introduction:

In pursuance of Article 12 of the Memorandum of Understanding (MoU) on Passenger and Cruise services on the Coastal and Protocol route between the Government of the People's Republic of Bangladesh and the Government of the Republic of India in the year 2017, with a view to making mutually beneficial arrangements for the use of their waterways for trade and commerce between the two countries in accordance with the laws of both countries, both parties agreed to adopt this SOP.

2. Scope:

This Standard Operating Procedure (SOP) is designed to promote and facilitate the day to day passenger and cruise services and operations of the vessels plying between the two countries in accordance with the MoU and to minimize any unnecessary hindrance in service and operation for the optimum benefit to the peoples of the two countries.

The purpose of SOP is to enhance the bilateral movement of passenger, tourist and cruise as well as credibility, accuracy, efficiency and transparency therein. The procedures mentioned in this SOP will remove unexpected problem that may occur during movement of passenger and cruise vessels. In case, there is any deviation during the operation, the same may be referred to the designated Joint Standing Committee on Protocol on Inland Water Transit & Trade (PIWT&T) or Joint Shipping Committee (JSC) on Coastal Shipping of two countries for resolution.

3. Applicability:

- (i) The SOP is applicable to all related public authorities, shipping companies, enterprises and vessels involved in plying between two countries, under the MoU on Passenger and Cruise Services on the Coastal and Protocol route.
- (ii) The SOP shall apply to vessels engaged on passenger and cruise service, which are registered under Inland Vessels Act 1917 and Merchant Shipping Act 1958, as amended from time to time in case of Indian vessels and the Inland Shipping Ordinance, 1976 and Merchant Shipping Ordinance, 1983 as amended from time to time, in case of Bangladesh vessels.



4. Definition:

For the purpose of this SOP unless the context otherwise requires:

- (i) The term "Competent Authorities" means in case of Coastal Route the Department of Shipping, Ministry of Shipping in Bangladesh and the Directorate General (DG) of Shipping in India and in case of Inland Waterways, Bangladesh Inland Water Transport Authority (BIWTA) in Bangladesh and Inland Waterways Authority of India (IWAI) in India.
- (ii) The term "Coastal Route" will refer to the routes between:
1. Chennai-Krishnapatnam-Kakinada-Visakhapatnam-Paradip-Haldia-Kolkata-Mongla-Payra- Chattogram.
 2. Chattogram-Payra-Mongla-Kolkata-Haldia-Paradip-Visakhapatnam-Kakinada-Krishnapatnam-Chennai.
 3. Chennai-Krishnapatnam-Kakinada-Visakhapatnam-Paradip-Haldia-Kolkata-Mongla-Khulna.
 4. Khulna-Mongla-Kolkata-Haldia-Paradip-Visakhapatnam-Kakinada-Krishnapatnam-Chennai.
 5. Chennai- Krishnapatnam- Kakinada- Visakhapatnam- Paradip-Haldia- Kolkata-Payra.
 6. Payra-Kolkata-Haldia-Paradip-Visakhapatnam-Kakinada-Krishnapatnam-Chennai.
 7. Chennai- Krishnapatnam- Kakinada- Visakhapatnam- Paradip-Haldia-Kolkata- Pangaon- Narayanganj- Ashuganj.
 8. Ashuganj- Narayanganj- Pangaon- Kolkata- Haldia- Paradip-Visakhapatnam- Kakinada- Krishnapatnam- Chennai.
- (iii) The term "PIWT&T Route" will refer to the routes between:
1. Kolkata- Haldia- Raimongal- Chalna- Khulna- Mongla-Kawkhali-Barisal- Hizla- Chandpur- Narayanganj- Aricha-Sirajganj-Bahadurabad- Chilmari- Dhubri- Pandu- Shilghat.
 2. Shilghat-Pandu-Dhubri-Chilmari- Bahadurabad- Sirajganj- Aricha-Narayanganj-Chandpur-Hizla-Barisal-Kawkhali- Mongla- Khulna-Chalna- Raimongal- Haldia- Kolkata.
 3. Kolkata-Haldia-Raimongal-Mongla-Kawkhali-Barisal-Hizla-Chandpur-Narayanganj-Bhairab Bazar-Ashuganj-Ajmiriganj-Markuli-Sherpur-Fenchuganj-Zakiganj-Karimganj.
 4. Karimganj- Zakiganj- Fenchuganj- Sherpur- Markuli- Ajmiriganj-Ashuganj- Bhairab Bazar- Narayanganj- Chandpur- Hizla- Barisal-Kawkhal- Mongla- Raimongal- Haldia- Kolkata
 5. Rajshahi-Godagari-Dhulian.



6. Dhulian-Godagari-Rajshahi.
7. Karimganj- Zakiganj- Fenchuganj- Sherpur- Markuli- Ajmiriganj- Ashuganj- Bhairab Bazar- Narayanganj- Chandpur- Aricha- Sirajganj- Bahadurabad – Chilmari- Dhubri- Pandu- Shilghat.
8. Shilghat-Pandu-Dhubri-Chilmari- Bahadurabad- Sirajganj- Aricha- Chandpur- Narayanganj- Bhairab Bazar- Ashuganj- Ajmiriganj- Markuli- Sherpur- Fenchuganj- Zakiganj- Karimganj.

Or such other routes as may be prescribed by the Competent Authorities from time to time. A vessel may commence a voyage from any port of one Contracting Party and terminate at any port of another Contracting Party using a full route or part thereof.

(iv) The term "Vessels" means the watercrafts which are registered in accordance with the national laws of both Contracting Parties and sailing under its flag. This will cover vessels which carry only passengers and tourists and their accompanied baggage.

(v) The term "Passenger Ship" means a ship carrying more than twelve passengers or tourists.

(vi) The term "Agreement" means the Agreement on Coastal Shipping signed between Bangladesh and India.

(vii) The term "PIWT&T" means the Protocol on Inland Water Transit and Trade between Bangladesh and India.

5. Conservancy and Pilotage:

(i) Each country will maintain the river routes falling within its territory in a navigable condition and provide all the essential pilotage and conservancy services, including hydrographic surveys and supply of charts, if prepared and available for commercial navigational use to inland water transport and coastal operators and aids to night navigation where facilities for such navigation already exist.

(ii) Acknowledging that there may be routes or parts of routes in one country, primarily being used for navigation purpose, the country maintaining such routes will provide aids to night navigation on such routes, provided the country using such routes pays, by MoU, for the installation and maintenance of such aids. The amount to be paid and the manner of its payment shall be mutually agreed upon by the Parties.



6. Port dues and other charges:

(i) Port dues may be levied by the Competent/Port Authorities in either country on the vessels belonging to the other country and engaged in inter country trade, which will be treated as domestic vessel engaged in coastal shipping and not as Foreign Going (FG) vessel.

(ii) The Competent Authorities in either country may also levy on the vessels of the other country charges for conservancy, pilotage and other specific services at par with those charged from the local vessels. The charges will be determined with reference to GRT/NRT passenger and tourist carrying capacity of the vessels, as applicable to similar type of domestic vessel engaged in inland and coastal shipping.

(iii) The routes between Port Chattogram of the Karnaphuli river and Bay of Bengal Ports of India and the route between Port Mongla of the Pussur river and Bay of Bengal Ports of India and Port Payra of the Payra river and Bay of Bengal Ports of India are recognized by both sides as routes being maintained primarily for the use of MoU on Passenger and Cruise services on the Coastal and Protocol route.

(iv) Each party shall maintain required draft and navigational aids for the above mentioned services on these routes.

7. Port facilities:

Each country will permit the vessels of the other country to utilize all available jetties and other handling facilities at the designated Port of Call in either country on the same terms and conditions as are applicable to local vessels for embarkation and disembarkation of passengers and tourists.

8. List of arriving passengers of passenger vessels:

The master of every passenger ship arriving at any port or place in Bangladesh or in India at which it is intended to disembark passengers, shall, before any such passenger is landed, deliver to the Port Officer and proper officer of Customs appointed there a statement in hard copy in triplicate or soft copy in the prescribed form signed by him specifying the total number, indicating the number of each sex, of all the passengers on board and the number of other passengers and the number of crew and such other particulars as may be prescribed by Joint Shipping Committee. The certifying officer shall thereupon, after first having satisfied himself that the entries are correct, countersign and



return to the master two of the copies and keep one copy with him. A copy of the passenger list will be sent to the focal point of the other Party at least 24 (twenty four) hours before the expected date of arrival for their necessary action.

9. List of departing passengers and tourists of passenger vessels:

(i) The master of every passenger ship departing or proceeding on a voyage from any port or place in Bangladesh or in India, shall sign a statement in hard copy in triplicate or soft copy in the prescribed form specifying the total number, indicating the number of each sex, of all passengers embarked and the number of crew, and such other particulars as may be prescribed, and shall deliver both copies to the Port Officer and proper officer of Customs, who shall thereupon, after first having satisfied himself that the entries are correct, countersign and return to the master two of the copies and keep one copy with him.

(ii) If, at any time after the passenger list has been signed and delivered as aforesaid, any additional passenger is taken on board, the master shall add to his copy of the list, and also enter on an additional list signed by him, the prescribed particulars of every such additional passenger.

(iii) The master's amended copy of the list shall be signed by the Certifying Officer at the time at which he delivers the additional list to that officer.

10. Deaths on Board:

(i) The Master of every vessel will record in the log book every case of death happening on board, including the date and supposed cause of death of any crew, any soul on board, including passengers and shall, when the vessel arrives at her destination, will notify the Competent Authority at the earliest.

(ii) Upon receiving the information, the Competent Authority will notify all concerned agencies, such as local police station, border customs and local consular office (if any), without delay, with the aim to send back the mortal remains to the country of the deceased.

(iii) The Competent Authority will also inform about the death and the measures taken to its counterpart at the earliest.



11. Medical Officers, nurses and attendants:

(i) Every passenger ship which has on board more than one hundred persons, which number shall include passengers, cabin passengers and crew, shall have on board a Medical Officer possessing such qualifications as may be prescribed by the Joint Shipping Committee. If the number of such persons exceeds one thousand, two such Medical Officers shall be carried and if the number exceeds two thousand, three such Medical Officers shall be carried. In addition to the aforementioned Medical Officers there shall also be carried such nurses and attendants to be qualified and approved as prescribed by the Competent Authorities.

(ii) The services of all such Medical Officers, nurses and attendants shall be provided without charge to crew and all passengers on board.

(iii) Every such Medical Officer shall keep diaries and submit reports or other returns to the Competent Authority as may be prescribed.

12. Supply of bunkers:

The vessels of either country plying between the two countries and also between places in the same country through the other country will be permitted to purchase fuel required by them for the purpose of their operations on payment of the convertible currency. Vessels of one country may be bunkered at the following points of other country:

<u>Bangladesh</u>	<u>India</u>
i. Chattogram	Chennai
ii. Mongla	Krisnapatnam
iii. Khulna	Visakhapatnam
iv. Payra	Kakinada
v. Narayanganj	Paradip
vi. Pangaon	Haldia
vii. Ashuganj	Kolkata
viii. Sheikbaria	Budge-Budge
ix. Barisal	Karimganj
x. Sirajganj	Namkhana
xi. Chilmari	Pandu
xii. Chandpur	Dhubri



or at any other points as determined mutually from time to time by the Competent Authorities of both the countries.

13. Purchase of essential stores:

The vessels operating in either country will be allowed to purchase in convertible currency the stores which they may require for their operation during the voyage in the other country at places of bunkering. In order to do so, conversion facilities will be provided at the bunkering points.

14. Purchase of provisions by the fleet personnel during voyage/cruise:

Fresh food, goods and other provisions essential for fleet personnel will be allowed to be purchased in either country to meet the requirements of voyage. The purchase will be made in convertible currency at the points of bunkering. In order to do so, currency conversion facilities will be provided at the bunkering points. In exceptional circumstances only, purchases may be made at places other than the bunkering points. The appropriate authorities of either country may prescribe the manner in which such purchases may be made, should it be deemed necessary.

15. Repair facilities:

Vessels of either country calling for urgent repairs en route will be allowed to have repairs done at the Private or Government owned or any reputed marine workshop in either country with the prior permission of the respective Department of Shipping/DG Shipping. The expenditure incurred on such repairs will be reported by the operators to the concerned foreign exchange authorities for their clearance.

16. Removal of Wreck:

The owner of the vessel will be responsible to remove the wreck (if any) in consultation with Department of Shipping/DG Shipping through their agent or through the vessel's insurer in accordance with existing national law of the Contracting Parties.

17. Settlement of Disputes:

If any dispute arises between the Parties relating to the operation or payment of freight or dues of ships or interpretation or application of this SOP, the Parties shall endeavor to settle by mutual understanding, if not reached in a consensus then



through arbitration, or through "the Court of the country", where the dispute has arisen.

18. Assistance to be provided by either country to the vessels of the other in distress:

Each country will provide all the necessary facilities to the vessels of the other, which may be grounded or otherwise in distress during their voyage in its waterways. Expenditure incurred in salvage operations, if required on such occasions, shall be cleared in accordance with the arrangements to be made by the owner or his appointed agent in consultation with Competent Authorities.

19. Submission of voyage forecast for voyage permission to use waterways:

The vessels of one country before using the waterways of the other country will obtain the permission of the other country for an entry.

20. Validity of entry permission:

Such permission will be granted with a validity of 01 (one) "round voyage" subject to renewal. However, the voyage forecasts, in the prescribed form, for the vessels of one country will be submitted to "the Competent Authority" of other country at least 72 (seventy two) hours before the expected date of entry.

21. Port of Call:

One country will provide the facilities of "Ports of Call" to the vessels of the other country engaged in inter country trade and number of such Ports of Call will be equal in both countries. Both the Parties agreed that the following would be treated as 'Ports of Call' in their respective country.

<u>Bangladesh</u>	<u>India</u>
Chattogram	Chennai
Mongla	Dhubri
Khulna	Silghat
Payra	Pandu
Narayanganj	Paradip
Pangaon	Haldia
Ashuganj	Kolkata
Sirajganj	Karimganj

Or any other port of call as decided by the Joint Shipping Committee or Competent Authorities.



22. Recognition of survey certificates and other documents:

(i) With regards to movement of vessel in Coastal routes, vessels under the SOP are to comply River Sea Vessel (RSV) – IV or equivalent standards. Vessels classified as per RSV – III equivalent standards may operate between Bangladesh Ports and Kolkata/Haldia (India) Port. However, such operations would be subject to permission and certification by Government of the People's Republic of Bangladesh with respect to requisite insurance and fair weather period of operation.

With regard to movement of vessel in the Protocol route under PIWT&T, the vessel registered under Inland Vessels Act, 1917 as amended from time to time in case of Indian Vessels and the Inland Shipping Ordinance, 1976 as amended from time to time in case of Bangladesh Vessels.

(ii) The survey certificates, statutory documents any Dispensation or Exemption issued in accordance with RSV Notification or equivalent standards by the Department of Shipping/DG Shipping for the vessels under their flag / registry will be recognized and accepted as valid by the other. These certificates or documents shall be produced by the Master of the vessels concerned at the points of entry and other places, as may be required, during the voyage.

(iii) Applicability of Port State Control (PSC) will not extend to vessels operating under the Bangladesh-India Agreement on Coastal Shipping and PIWT&T. However, an inspection schedule may be prescribed and agreed by both parties on proper control mechanism for inspection of vessels as per RSV or equivalent standards, under intimation to the respective authorities of the two countries.

23. Flying of Flags:

The vessels of each country will carry its national flag and the national flag of the country through which it is plying besides its house flag.

24. Use of radio-telephone by river craft:

Vessels will be equipped with radio-telephone and other radio equipment as per RSV Notification or equivalent and for facilities of speedy commercial



communications, especially in emergencies, in conformity with the current radio regulations of the country through which the vessels are in operation or en route.

25. Documentation required for entry of passengers and tourists of the two countries:

A passenger and tourist travelling on the Indo-Bangladesh Coastal and Protocol routes shall have valid passport and visa for travel. They will be allowed to embark and disembark at the identified coastal and inland ports in India and Bangladesh after completion of immigration and custom formalities.

26. Crew shore leave:

The Master and crew of passenger/tourist vessels shall have valid certificate of employment and permits with a photograph of the concerned individual duly authenticated by authorities of the respective countries. Such crew members who possess a valid passport (without visa) will also be allowed to embark and disembark at the identified coastal and inland ports in India and Bangladesh for 72 hours in a port of call and bunkering station after completion of immigration and custom formalities. The officers supervising or controlling the fleet of the operators in either country shall carry passport endorsed with the multiple entry visa.

27. Change of crew and dispensation:

(i) The passenger vessels operating under this MoU plying between the waters of two countries will be allowed to change crew in case of necessity, which they may require for their operation during the voyage in the other country at places of bunkering or in a port of call. In order to do so, required permission to change the crew will be taken, prior to change, from the Competent Authority, specifying the need for change of crew.

(ii) Change of crew dispensation should be given only in special cases with permission from the Competent Authority of both the countries, specifying the need for change of crew.

28. Insurance of Vessel, Passenger and Tourist:

The vessels plying through or between the two countries on the designated route shall carry certificate of insurance with limited liability, or as agreed by both parties, for vessel, passenger and tourist.



29. Permission to fleet personnel and traveling officers to go by air, rail or road in special circumstances:

Fleet personnel and other officers attending the vessels at ports, in either country will be allowed to travel by rail, road or air, whenever they are required to attend the vessels. Ships Master and crew will be allowed to travel by rail, road or air for joining the vessel and after completion of duties or when they have to leave by reasons of sickness or other urgent contingencies. Such movements will be simultaneously reported to the appropriate authorities of either country and shall be allowed to travel to their home country.

30. Evolving uniform documentation for vessels:

The document issued in accordance with the regulations in one country, in respect of the cargo carried by vessels going to the other country will be accepted by the other. Efforts will be made to evolve uniform documentation in both the countries in hard copies in duplicate or soft copies as early as possible.

A Manifest in hard copies in duplicate or soft copies indicating passengers and tourist and their baggage details in addition to the Manifest Book shall be submitted to the Customs Officer at the point of entry. One copy of the Manifest will be retained by him and the other, duly endorsed will be sent in sealed cover through the Master of the vessel to the Customs Officers at the exit points for the designated routes.

31. Submission of Documents for permission to ply under MoU on Passenger and Cruise services on the Coastal and Protocol route:

The following documents shall be submitted to the Competent Authorities for permission to ply and enter into the port of call under MoU:

1. Certificate of Registry;
2. Certificate of Class (MSO Vessel)/Safety Equipment Certificate (MSO Vessel)/ Annual Survey Certificate (ISO Vessel) issued by the approved recognize organization of the contracting government;
3. Tonnage Certificate;
4. Load Line Certificate;
5. Insurance Certificate;
6. Safe Manning Certificate (Document);
7. Crew List;



8. IOPP Exemption Certificate;
9. Competency Certificates of Crew;
10. Evacuation Plan;
11. Safety Plan;
12. Stability Booklet;
13. Certificate of Survey;
14. Any other documents as prescribed by the Joint Shipping Committee/Joint Standing Committee.

32. Reporting of vessel at arrival:

Every ship plying under the MoU will report to the nearest sea port/inland port at the time of arrival with necessary documents for port entry permission.

33. Customs checks and documentation:

Both the countries agree to reduce customs documentation and other requirements to the essential minimum for the purpose of easier movement and to have custom stations at or near the points of entry and exit in each country.

34. Freight remittance facilities:

The fare/freight earned by the vessels on account of transportation of passengers and cruise operation of either country from the traffic, originating in the other and carried by them, will be allowed to be remitted to the owners of the vessels in accordance with the arrangements for remittance, and any surplus collection between the two countries that may be accumulated from time to time.

35. Arrangements for settlement, clearance and remittance:

Subject to their respective foreign exchange regulations, the Competent Authorities under Ministry of Shipping of Bangladesh and India, shall through mutual consultations, establish a comprehensive system for quick settlement, clearance and remittance of all sums, claims, or dues on account of goods supplied, services rendered or facilities accorded to the vessels of one country in or by the other.



36. Opening of branch offices and appointment of agents:

The operators of vessels in one country will be allowed to open their branch offices or appoint agents in the other country to carryout ship related activities. However, such branch offices will be notified to the Competent Authorities under Ministry of Shipping of country concerned and in accordance with national laws of the Contracting Parties.

37. Meeting of Joint Shipping and Standing Committee:

(i) Meeting of Joint Shipping and Standing Committee may be held twice a year, or when necessary, or any time requested in writing by any of the Contracting Party, to review the situation with regard to the execution of the MoU on Passenger and Cruise services on the Coastal and Protocol route, or any other matter relating to operation of ship under the scope of the MoU.

(ii) The Joint Shipping Committee should deliberate on the issue of maximum luggage a passenger may carry in terms of weight/volume and furnish their recommendations to the Competent Authority of both the countries for acceptance.

38. Focal Point for the Execution of SOP:

Ministry of Shipping or Competent Authorities in India and Bangladesh will act as the Focal Point to authenticate/declare a ship fit to ply under MoU on Passenger and Cruise services on the Coastal and Protocol route and authentication of Seafarer ID card, Shipping Agency Owner, Cruise Operators and Manager ID card for vessels plying under this MoU or for any other matter tendered by the Government.

39. Addition of new Routes and more Ports of Call:

Additional routes and new Port of Call may be added through an Addendum to this SOP by mutual consultation between the two countries.

40. Amendment to the SOP:

Amendment, alteration, addition, repeal of any provision of this SOP may be done by both the Governments by mutual consultations and through exchange of letters.

If for operational reason it is required to make amendments or supplements to this SOP, or one Contracting Party intends to make amendments or supplements to this SOP, it shall notify the other Contracting Party in writing and the

Contracting Parties shall meet within 03 (three) months after such notification. The amendments or supplements agreed upon by the Contracting Parties through consultation shall enter into force after their mutual reconfirmation.

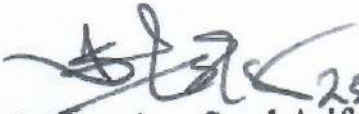
41. Validity and entry into force of the SOP:

1. This SOP shall enter into force immediately after signing of this SOP under MoU on Passenger and Cruise services on the Coastal and Protocol route between Bangladesh and India.


2. This SOP will remain valid till the validity of "The MoU". It may be reviewed once a year by the Joint Shipping Committee. It shall be automatically renewed for next consecutive 05 (five) years. However, the SOP may be terminated by either Contracting Party by notice in writing to the other "Contracting Party", and the termination shall be effective 06 (six) months after the date on which the notice is served by the other Contracting Party.

Done at New Delhi, India on 25th October, 2018 in two originals in the English Language, both being equally authentic.

For and on behalf of the
Government
of the People's Republic of Bangladesh


25/10/18
Commodore Syed Ariful Islam, (TAS),
ndc, psc, BN
Director General, Department of
Shipping
Ministry of Shipping
Government of the People's
Republic of Bangladesh

For and on behalf of the
Government
of the Republic of India


25.10.18
Rajat Sachar
Senior Economic Adviser
Ministry of Shipping
Government of the Republic of
India