

AGREEMENT

ON

COASTAL SHIPPING

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF
INDIA**

AND

**THE GOVERNMENT OF THE PEOPLE'S
REPUBLIC OF BANGLADESH**

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THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF
BANGLADESH**

The Government of the Republic of India and the Government of the People's Republic of Bangladesh, hereinafter referred to as "Contracting Parties" or "Contracting Countries";

desiring to secure harmonious development of the maritime commercial navigation between the Contracting Countries;

wishing to cooperate actively in the field of maritime commercial navigation;

observing the principles of freedom of the international commercial navigation;

have decided to conclude the present Agreement and have agreed as follows:

ARTICLE I

For the purposes of the present Agreement:

1. The term "vessel" shall mean vessel registered in accordance with the national legislations of respective Contracting Parties and sailing under its flag, excluding:

- (a) war ships;
- (b) other vessels performing services in the armed forces and paramilitary forces;
- (c) research vessel, (hydrographic, oceanographic and scientific);
- (d) fishing vessels, and
- (e) vessels performing functions of non-merchant character (governmental yachts, hospital ships, etc.) ;

2. The term "member of the crew" shall mean any person who is actually employed on board the vessel of any of the Contracting Parties, and holding the identity document as provided for in Article IX

of this Agreement and whose name is included in the crew list of the vessel ;

3. The term "Competent Maritime Authorities" shall mean DG Shipping of India for the Ministry of Shipping, Government of India and the Department of Shipping for the Ministry of Shipping, Government of the People's Republic of Bangladesh;

4. The term "Shipping Companies" shall mean the shipping companies registered under the national laws of the Contracting Parties;

5. The term "RSV" shall mean River Sea Vessels as defined in the RSV Notifications issued by the DG Shipping of India. For Bangladesh, it would be RSV equivalent standards as notified by Department of Shipping, Government of the People's Republic of Bangladesh.

ARTICLE II

1. The present Agreement shall be applied in the coastal ports within the territory of the Contracting Parties.

2. The vessel under this Agreement is to comply RSV or equivalent standards.

ARTICLE III

The co-operation between the Contracting Parties in the field of maritime commercial navigation shall be based on the principles of national sovereignty, mutual benefits as per the national laws and international conventions, as applicable.

ARTICLE IV

In accordance with Article III of this Agreement, the Contracting Parties shall assist each other for establishing contact between their organizations- namely: DG Shipping of India for the Ministry of Shipping, Government of India and the Department of Shipping for the Ministry of Shipping, Government of the People's Republic of Bangladesh, responsible for maritime safety, security, marine



environment and seaborne transportation of goods under its jurisdiction.

ARTICLE V

The Contracting Parties shall co-operate and assist each other for the development of trade and transportation of goods between the Contracting Countries and to this end they agree:

1. The shipping companies of the Contracting Countries may participate in the transportation of sea and river borne cargo to and from the ports of the Contracting Countries through their own or chartered Vessels, conforming to RSV equivalent standards, on the basis of mutual benefits regardless of the mode of contract (FOB, C&F and CIF etc.). No third flag vessels of RSV equivalent standards will be allowed to participate in the transportation of sea and river borne cargo to and from the ports of the Contracting Countries.
2. The shipping companies of either Contracting Country shall not be allowed to participate in the transportation of inward/outward cargo to and from the ports of any third country.
3. The Shipping Companies of either Contracting Country shall get the benefit and levy, such as port dues and other dues as to its own domestic vessels.

ARTICLE VI

1. Each Contracting Party shall render the same treatment to the other Contracting Party's vessels, their crew and goods on board as to its national vessels used in international sea transportation with regard to:
 - (a) access to its waters and ports;
 - (b) stay of the vessels in the ports, utilizing them for loading and unloading operations and using the port facilities;



- (c) embarkation and disembarkation of crews and landing permits;
- (d) using services connected with maritime commercial navigation, as well as related commercial operations;
- (e) a crew proceeding directly to a country where admission is guaranteed in so far as travel expenses are covered.

2. The provisions of paragraph 1 of this Article shall not apply to:

- (a) the activities which are, according to the National Legislations of each Contracting Party, reserved for its own enterprises and organizations and that is beyond mutual agreement;
- (b) the regulations regarding the admission and stay of foreigners in the territory of either of the Contracting Parties;
- (c) the rules governing the obligatory pilotage of foreign vessels.

ARTICLE VII

Each Contracting Party shall take all necessary measures for facilitating and encouraging the river and sea transportation to avoid the unnecessary delay in its port of the vessels sailing under the flag of the other Contracting Party, as well as to speed up and simplify as far as possible the administrative, customs and sanitary formalities in force in its ports.

ARTICLE VIII

1. The nationality, measuring and safety certificates, as well as other shipping documents, issued by the Competent Maritime Authorities, of one of the Contracting Parties in accordance with the requirement of the national laws and international conventions shall be recognized by the relevant authorities of the other Contracting Party. Applicability of Port State Control (PSC) will not extend to vessels operating under this Agreement. However, vessels may be inspected if required, as per equivalent RSV standards under intimation to the respective DG, Shipping of the two countries.



2. The Vessels of one Contracting Party provided with tonnage certificates, recognized as valid in accordance with paragraph 1 of the present Article, shall be relieved of further measuring in the ports of the other Contracting Party.

3. The calculation of ports dues and charges shall be effected on the basis of the tonnage certificates of the vessels referred to in paragraph 1 of the present Article, and in accordance with the national rules and under the same treatments applied to the vessels of other Contracting Party as to its own domestic vessels, to whose port the Vessel of the other Contracting Party calls.

ARTICLE IX

1. Both Contracting Parties shall recognize the identity documents of the crew members issued and recognized by the competent authorities of either Contracting Party, the said identity documents being:

(a) for the crew members of India, Continuous Discharge Certificate or identity card or Certificate of Discharge.

(b) for the crew members of Bangladesh, Continuous Discharge Certificate or identity card or seamen's / Seafarer's books.

2. Officers and Ratings certified by each country as per their own regulation will be mutually accepted. These regulations essentially relate to Standards of Training Certificate and Watch keeping (STCW), Near Coastal Voyage (NCV) and Inland Vessel Certification (IV).

ARTICLE X

Both Contracting Parties shall accept the crew list, safe manning documents and the Seafarers identity documents issued by the Competent Maritime Authorities of both the countries, which will be in accordance with RSV or equivalent standards.



ARTICLE XI

Where a crew member of a Vessel of the Contracting Parties plying in waters of the other Contracting Party, shall need, for reasons, of illness or accident, the medical, pharmaceutical or hospital assistance, available in the territory of the other Contracting Party, the assistance shall be given to him, at the expenses of the shipping company of the Contracting Party under the same conditions as those given to the crew members of shipping companies of the other Contracting Party.

ARTICLE XII

For smooth commercial maritime activities between the Contracting Parties there shall be Standard Operating Procedure (SOP) to activate, operate and facilitate this Agreement.

ARTICLE XIII

1. (a) If a vessel of one Contracting Party runs aground or suffers any other accident in the territory of the other Contracting Party, the Vessel and its cargo shall be provided the same protection as is provided to the Vessels of the latter Contracting Party and their cargo.

(b) The Captain, the crew on board the vessel that has suffered damage, shall be granted at any time the same assistance, help and protection as granted to the national of the Contracting Party in whose sea, the damage has occurred and the expenses shall be reimbursed in accordance with the Agreement / Understanding made in this behalf between the Contracting Parties.

2. The provisions of paragraph 1 of this Article shall not prevent the right of making claims related to help and assistance to a vessel damaged, its crew, their cargo and property.

3. The customs duties applicable to cargo, shall not apply to the cargo or goods for temporary storage and property of the vessels salvaged, unless the intention is to utilize the said goods in the territory of the Contracting Party in which the incident has occurred.



4. The provisions of paragraph 2 of this Article shall not affect application of the laws and regulations in force in the territories of the parties in which the accident has occurred concerning the temporary storage of Cargo and goods.

ARTICLE XIV

1. The Competent Maritime Authorities of one of the Contracting Parties shall not interfere but may assist to solve, civil disputes arisen at sea or its ports between the ship owner, the Captain, the officers and the other members of the crew concerning their salaries, personal belongings and, in general, the work on board the Vessel, sailing under the flag of the other Contracting Party.

2. The Competent Maritime Authorities of either Contracting Party shall not involve themselves in the criminal jurisdiction against the crimes committed on board the vessels under the flag of the other Contracting Party, while staying at port except:

(a) at the request of the Master or with the consent of the diplomatic agent or the consular official of the other Contracting Party under the flag of which the vessel is sailing;

(b) when the crime or its consequences disturb the peace and good order on the coast or in the port, or affect the public security;

(c) when the national of the Contracting Party in whose port the vessel staying or other Nationals who are non-crew members commit crime on board the vessel of the other Contracting Party;

(d) for illicit traffic in narcotics and psychotropic substances.

3. The provision of this Article shall not affect the right of the Competent Maritime Authorities of the Contracting Parties as regards the implementation of their local laws and regulations related to the area of public health, customs control, protection of the marine environment, security of vessels, ports, human life and goods, safety & recreational rights and the admission of foreigners in their territory.



ARTICLE XV

1. The Competent Maritime Authorities of the Contracting Parties shall regulate all issues regarding the implementation and the application of this Agreement.

2. The Contracting Parties shall however, establish a Joint Shipping Committee as mentioned in Standard Operating Procedure (SOP) for general shipping purpose.

3. The Joint Shipping Committee shall meet at the request of either Contracting Party and shall comprise representatives designated by the Competent Maritime Authorities of the Contracting Parties.

4. The Joint Shipping Committee shall:

(a) review the situation with regard to the maritime transport of each contracting country;

(b) study the ways of enhancing co-operation in the maritime sectors;

(c) discuss matters which might arise from the application of this Agreement and all other matters relating to the improvement of maritime transport, development of shipping activities, ease and facilitation of maritime transportation, waterways and port facilities, bilateral trade relations and make appropriate recommendations.

ARTICLE XVI

Representative of the Competent Maritime Authorities of the Contracting Parties and representative of their authorized agencies, may at the request of either Contracting Party, meet at the time and place agreed upon by the Contracting Parties, to settle the disputes or other issue arising from the implementation of this Agreement through cordial and friendly negotiation.

ARTICLE XVII

If one Contracting Party intends to make amendments or supplements to this Agreement, it shall notify the other Contracting Party in writing and the Contracting Parties shall meet within 3 (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 through diplomatic channels.

ARTICLE XVIII

1. This Agreement is subject to ratification and shall enter into force as from the date of exchange of ratification instrument.

2. This Agreement shall remain in force for 5 (five) years period and it will be reviewed on the completion of the 4th year and shall be automatically renewed for next 5(five) years. However, this Agreement may be terminated by either Contracting Party by notice in writing to the other Contracting Party, and the termination shall be effective 6 (six) months after the date on which the notice is served by the other Contracting Party.

Done in duplicate at Dhaka, on Sixth day of June 2015 in two originals in the English language, both being equally authentic.

For the Government
the Republic of India

For the Government of the
People's Republic of
Bangladesh



Shafique Alam Mehdi
Secretary
Ministry of Shipping
Govt. of the People's Republic
of Bangladesh

