

**MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN ASSAM INLAND
WATERWAYS COMPANY LIMITED (AIWCL), GOVERNMENT OF ASSAM AND INLAND
WATERWAYS AUTHORITY OF INDIA (IWAI)**

This Memorandum of Understanding (MoU) is made on the 24.....day of Oct, 2025 at.....

-BETWEEN-

Assam Inland Waterways Company Limited (AIWCL), Government of Assam, represented by the Managing Director, Assam Inland Waterways Company Limited (AIWCL) having its registered office located at DIWT Office, 2nd Floor, Ulubari, Guwahati, Assam 781007, India, hereinafter referred to as "**First Party**" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assignees of the One Part;

-AND-

Inland Waterways Authority of India (IWAI), represented by the Chairman, Inland Waterways Authority of India (IWAI), a statutory body duly constituted and established under section 3 of the Inland Waterways Authority of India Act, 1985 and having its Head office at A-13, Sector-1, Noida-201301, Uttar Pradesh, India, hereinafter referred to as "**Second Party**", which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assignees of the Second Part.

WHEREAS "Assam Inland Waterways Company Limited (AIWCL)" and "Inland Waterways Authority of India (IWAI)" shall collectively be referred to as the "Parties" and individually as "Party".

WHEREAS Assam Inland Waterways Company Limited (AIWCL), is a Government of Assam enterprise, established in July 2022 under the Companies Act, 2013 and is the operating and asset management arm of Assam's Inland Water Transport (IWT) sector in Assam. It functions as a one-stop solution for ferry operations, cargo logistics, terminal management and investment facilitation. AIWCL vision is to position Assam as a leader in inland waterway transport by building a safe, sustainable and growth-driven river transport ecosystem contributing to an economic impact of USD 250 million by 2050.

WHEREAS Inland Water Transportation (IWT) has the potential to provide a cost-efficient, economic, reliable, safe and environment-friendly mode of transport. IWT can reduce intra-regional congestion and investment needs in rail and road infrastructure. This mode of transport is now being adopted as an urban water transportation system for moving passengers in cities situated along riverbanks and other water bodies.

WHEREAS Kochi is the first city in India which has implemented the robust urban water transport system named Kochi Water Metro (KWM) by Kochi Metro Rail Limited (KMRL). The model emphasizes sustainable transport by utilizing energy-efficient electric ferries, modernized terminals and integrated multimodal connectivity. Its global recognition and numerous accolades reflect widespread acceptance. This success offers a strong foundation for replicating the KWM model, either fully or partially, in other cities where waterways have the potential to transform urban transportation. Accordingly, with the approval of the Ministry of Ports, Shipping and Waterways (MoPSW), a feasibility study has been initiated to explore the replication of the Kochi Water Metro model—either fully or partially—in 18 cities across India, based on the geographical and demographic conditions of each location. The study is being carried out by Kochi Metro Rail Limited.

WHEREAS Tezpur, Guwahati and Dibrugarh are the three cities selected for the development of an Urban Water Transport system in the state of Assam and the feasibility study for the projects is being done by Kochi Metro Rail Limited (KMRL).

AND WHEREAS this MoU shall supersede all prior discussions, agreements and commitments, whether oral or written, between the parties regarding the Tezpur, Guwahati and Dibrugarh Water Metro Projects. Neither party shall be bound by, nor considered to have made, any representations, warranties, commitments, or other undertakings concerning the Project that are not expressly included in this MoU.

NOW THEREFORE, inconsideration of the foregoing and the mutual covenants set forth in this MoU, the receipt and sufficiency of which are hereby acknowledged, and with the intention that this MoU is non-binding, the Parties agree as follows:

1. OBJECTIVE

- (i) The prime objective of this MoU is to establish a framework of cooperation between the Government of Assam and IWAI for development and promotion of Urban Water Transport System in Cities of Tezpur, Guwahati and Dibrugarh of Assam. The Project aims to establish seamless connectivity between locations along the River Brahmaputra while also integrating with road infrastructure (including bus terminals), railways and other modes of transportation.
- (ii) Development of fairway connecting key locations in and around Tezpur, Guwahati and Dibrugarh cities through the Water Metro, navigation al aids in the fairway, construction of terminals for passenger embarkation and disembarkation; procurement, deployment, operation, and management of electric hybrid passenger boats; there by establishing a robust Urban Water Transport System to facilitate the movement of local passengers, goods, and more. This initiative aims to reduce road congestion and pollution, ultimately leading to improved livelihoods for local communities.

2. POTENTIAL ROUTES AND TERMINALS

Based on discussions with the State Government, a feasibility study is being undertaken by KMRL. The potential routes and terminals for the Water Metro Project shall be finalized as per the outcomes of this study.

3. TENTATIVE COST OF THE PROJECT

The tentative Project cost, as outlined in the Feasibility Report, amounts to Rs.1,000 crores excluding land cost.

4. ROLES AND RESPONSIBILITIES OF THE FIRST PARTY

- (i) The First Party shall provide necessary clearances and support for infrastructure development.
- (ii) The First Party shall ensure the incorporation of the Urban Water Transport Project in to the State's Transport Planning.
- (iii) The First Party shall provide Government land for terminals and necessary infrastructure.
- (iv) The First Party shall provide first mile and last mile connectivity.
- (v) The First Party shall ensure that the provisions of Inland Vessels Act, 2021 (Central Act No. 24 of 2021) shall be followed in operation of the vessels/boats.

5. ROLES AND RESPONSIBILITIES OF THE SECOND PARTY

- (i) The Second Party shall provide technical assistance and guidance to the First Party.
- (ii) The Second Party shall provide fairway maintenance and navigation aids to the First Party.
- (iii) The Second Party shall facilitate capacity building programs for Inland Waterways Transport personnel of the First Party.
- (iv) The Second Party shall provide support in navigation and safety measures.
- (v) The Second Party shall provide maintenance or Maintenance, Repair and Overhaul (MRO) for vessels or Upfront Guarantee Fund (UGF) for operation for 5 years.
- (vi) The Second Party shall provide procurement of vessels and construction of terminals.

6. JOINT RESPONSIBILITIES

- (i) Both the party shall get the necessary clearances and approvals from concerned Central or State Government for execution of development works.
- (ii) All environment, forest and local issues shall be addressed by the First Party and the Second Party jointly.

7. FINANCIAL ARRANGEMENTS

The funding structure shall be determined based on project requirements and through mutual agreement between the Parties.

8. IMPLEMENTATION PLAN

A detailed action plan shall be developed by both the Parties following the signing of this MoU.

9. VALIDITY

The MoU shall be effective from the date of signing by the authorized representative of both the Parties. It shall remain in force indefinitely as long as both the Parties continue to fulfill their obligations as per the provisions of the MoU.

10. AMENDMENT TO THE MoU

The terms of this MoU shall be modified or amended by written agreement between the Parties.

11. DISPUTE RESOLUTION

In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties shall use their best efforts to settle promptly such dispute through direct negotiation. Each Party shall undertake to give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MoU.

12. MISCELLANEOUS

- (i) This MoU shall be non-binding and serve as a cooperative agreement to foster partnership.
- (ii) Confidentiality obligations shall be maintained regarding sensitive information shared under this MoU.

IN WITNESS WHEREOF the Parties have executed this Memorandum of Understanding on the.....day of....., 2025 atby their duly authorized representatives.

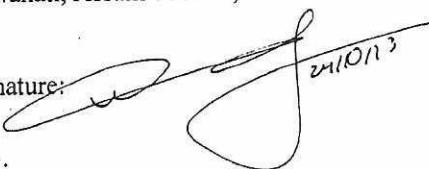
For the First Party

Government of Assam

Name: Aditya Vikram Yadav, IAS

Designation: Managing Director

Address: DIWT Office, 2nd Floor, Ulubari, Guwahati, Assam 781007, India

Signature: 

Seal:

Date:

Witness (First Party)

1

Signature:

2

Signature:

For the Second Party

Inland Waterways Authority of India

Name:

Designation: Chairman

Address: A-13, Sector-1, Noida-201301, Uttar Pradesh, India,

Signature: 

Seal:

Date:

Witness (Second Party)

1

Signature:

2

Signature: